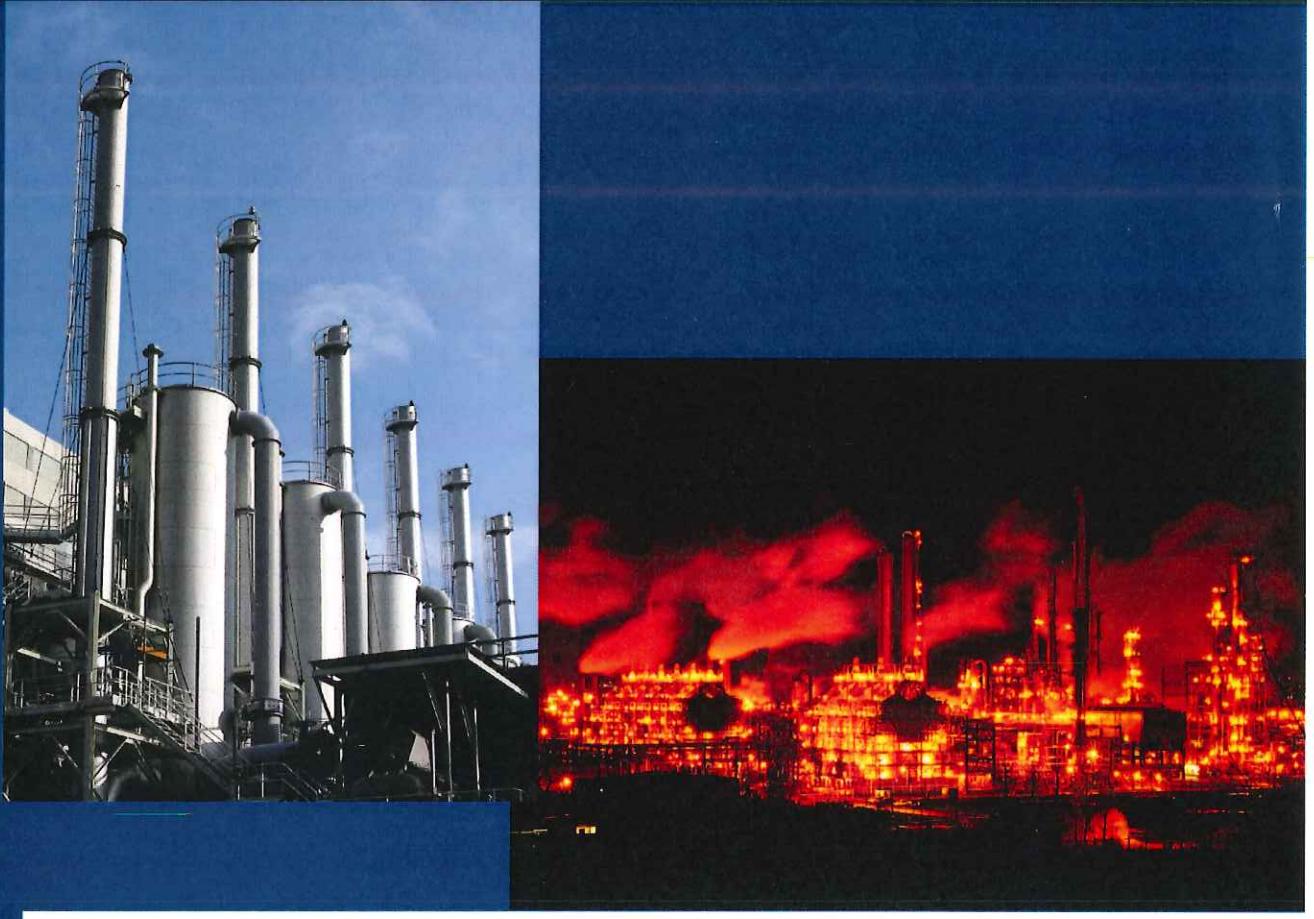


**FINDINGS OF BRAZOSPORT
INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES
UNDER THE
TEXAS ECONOMIC DEVELOPMENT ACT
ON THE
APPLICATION SUBMITTED
BY
FREEPORT LNG DEVELOPMENT, LP (#1098)**



October 25, 2016

**FINDINGS
OF THE
BRAZOSPORT INDEPENDENT
SCHOOL DISTRICT BOARD OF TRUSTEES
UNDER THE
TEXAS ECONOMIC DEVELOPMENT ACT
ON THE APPLICATION SUBMITTED BY
FREEPORT LNG DEVELOPMENT, LP (#1098)**

OCTOBER 25, 2016

FINDINGS OF THE BRAZOSPORT INDEPENDENT
SCHOOL DISTRICT BOARD OF TRUSTEES UNDER THE
TEXAS ECONOMIC DEVELOPMENT ACT
ON THE APPLICATION SUBMITTED BY
FREEPORT LNG DEVELOPMENT, LP (#1098)

STATE OF TEXAS §
COUNTY OF BRAZORIA §

On the 25th day of October, 2016, a public meeting of the Board of Trustees of the Brazosport Independent School District (“District”) was held. The meeting was duly posted in accordance with the provisions of the Texas Open Meetings Act, Chapter 551, Texas Government Code. At the meeting, the Board of Trustees took up and considered the application of Freeport LNG Development, LP (“Applicant”) for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code. The Board of Trustees solicited input into its deliberations on the Application from interested parties within the District. The Board of Trustees has considered the economic impact analysis and the project certification issued by the Texas Comptroller of Public Accounts. After hearing presentations from the District’s administrative staff, and from consultants retained by the District to advise the Board in this matter, and after considering the relevant documentary evidence, the Board of Trustees makes the following findings with respect to application from Applicant, and the economic impact of that application:

On August 18, 2015, the Superintendent of the District, acting as agent of the Board of Trustees, and the Texas Comptroller of Public Accounts (“Comptroller”) received an Application from Applicant for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code. A copy of the Application is attached as **Attachment A**.

The Applicant, (Texas Taxpayer Id. 12700304111), is an entity subject to Chapter 171, Texas Tax Code, and is certified to be an active franchise taxpayer by the Comptroller. See **Attachment B**.

The Board of Trustees acknowledged receipt of the Application, along with the requisite application fee, established pursuant to Texas Tax Code § 313.025(a)(1) and Local District Policy.

The Application was delivered to the Comptroller for review pursuant to Texas Tax Code § 313.025(d). A copy of the Application was delivered to the Brazosport Appraisal District for review pursuant to 34 Tex. Admin. Code § 9.1054. On October 27, 2015, the Comptroller determined the Application to be complete.

The Application was reviewed by the Comptroller pursuant to Texas Tax Code §313.026, and a Comptroller Certificate was issued on January 25, 2016 in which the Comptroller has determined, inter alia, that: 1) Application is subject to the provisions of Chapter 171, Texas Tax Code; 2) the property meets the requirements of Section 313.024 for eligibility for a limitation on appraised values; 3) the proposed project is reasonably likely to generate tax revenue in an amount sufficient to offset the school district maintenance and operations ad valorem tax revenue lost as a result of the agreement before the 25th anniversary of the beginning of the limitation period; and, 4) the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in this state. A copy of the Certificate is attached to the findings as **Attachment C**.

The Board of Trustees has previously directed that a specific financial analysis be conducted concerning the impact of the proposed value limitation on the finances of District. A copy of the report prepared by Moak, Casey & Associates, Inc. is attached to these findings as **Attachment D**.

The Board of Trustees has confirmed that the taxable value of property in the District for the preceding tax year, as determined under Subchapter M, Chapter 403, Government Code, is as stated in **Attachment E**.

The Texas Education Agency has evaluated the impact of the project on the District's facilities. TEA's determination is attached to these findings as **Attachment F**.

The Board has adopted the Texas Economic Development Agreement (Form 50-826) as promulgated by the Comptroller's Office. Form 50-826 has been altered only in accordance only the provisions of the template that the Comptroller permitted. The proposed Agreement is attached to these findings as **Attachment G**.

After review of the Comptroller's Certificate and economic analysis, and in consideration of its own studies the Board finds:

Board Finding Number 1.

The Board finds that the property described in the Application meets the requirements of Tex. Tax Code §313.024 for eligibility for a limitation on appraised value.

In support of Finding 1, the Application indicates that:

Freeport LNG is proposing to add a fourth natural gas liquefaction train to the three trains already under construction. This expansion would allow for the production and export of an additional five million tons of LNG per year, increasing the total export capability of all four trains to over 20 million tons of LNG per year.

Property used for manufacturing is eligible for a limitation under §313.024(b)(1).

Board Finding Number 2.

The project proposed by the applicant is reasonably likely to generate, before the 25th anniversary of the beginning of the limitation period, tax revenue, including state tax revenue, school district maintenance and operations ad valorem tax revenue attributable to the project, and any other tax revenue attributable to the effect of the project on the economy of the state, in an amount sufficient to offset the school district maintenance and operations ad valorem tax revenue lost as a result of the agreement.

In support of Finding 2, the Comptroller's Economic Impact Evaluation and Certification, Attachment C, states:

This represents the Comptroller's determination that FREEPORT LNG DEVELOPMENT LP (project) is reasonably likely to generate, before the 25th anniversary of the beginning of the limitation period, tax revenue in an amount sufficient to offset the school district maintenance and operations ad valorem tax revenue lost as a result of the agreement. This evaluation is based on an analysis of the estimated M&O portion of the school district property tax levy directly related to this project, using estimated taxable values provided in the application.

	Tax Year	Estimated ISD M&O Tax Levy Generated (Annual)	Estimated ISD M&O Tax Levy Generated (Cumulative)	Estimated ISD M&O Tax Levy Loss as Result of Agreement (Annual)	Estimated ISD M&O Tax Levy Loss as Result of Agreement (Cumulative)
Limitation Pre-Years	2018	\$0	\$0	\$0	\$0
	2019	\$0	\$0	\$0	\$0
	2020	\$0	\$0	\$0	\$0
Limitation Period (10 Years)	2021	\$312,000	\$312,000	\$13,989,300	\$13,989,300
	2022	\$312,000	\$624,000	\$13,488,759	\$27,478,059
	2023	\$312,000	\$936,000	\$13,005,736	\$40,483,796
	2024	\$312,000	\$1,248,000	\$12,539,617	\$53,023,413
	2025	\$312,000	\$1,560,000	\$12,089,811	\$65,113,224
	2026	\$312,000	\$1,872,000	\$11,655,743	\$76,768,967
	2027	\$312,000	\$2,184,000	\$11,236,870	\$88,005,837
	2028	\$312,000	\$2,496,000	\$10,832,660	\$98,838,497
	2029	\$312,000	\$2,808,000	\$10,442,597	\$109,281,094
	2030	\$312,000	\$3,120,000	\$10,066,189	\$119,347,283
Maintain Viable Presence (5 Years)	2031	\$10,014,951	\$13,134,951	\$0	\$119,347,283
	2032	\$9,664,428	\$22,799,379	\$0	\$119,347,283
	2033	\$9,326,177	\$32,125,556	\$0	\$119,347,283
	2034	\$8,999,761	\$41,125,317	\$0	\$119,347,283
	2035	\$8,684,767	\$49,810,084	\$0	\$119,347,283
Additional Years as Required by 313.026(c)(1) (10 Years)	2036	\$8,380,799	\$58,190,883	\$0	\$119,347,283
	2037	\$8,087,472	\$66,278,354	\$0	\$119,347,283
	2038	\$7,804,410	\$74,082,764	\$0	\$119,347,283
	2039	\$7,531,257	\$81,614,021	\$0	\$119,347,283
	2040	\$7,267,659	\$88,881,680	\$0	\$119,347,283
	2041	\$7,013,288	\$95,894,969	\$0	\$119,347,283
	2042	\$6,767,820	\$102,662,788	\$0	\$119,347,283
	2043	\$6,530,947	\$109,193,735	\$0	\$119,347,283
	2044	\$6,302,363	\$115,496,098	\$0	\$119,347,283
	2045	\$6,081,782	\$121,577,880	\$0	\$119,347,283

\$121,577,880

is greater than

\$119,347,283

Analysis Summary

Is the project reasonably likely to generate M&O tax revenue in an amount sufficient to offset the M&O levy loss as a result of the limitation agreement?

Yes

NOTE: The analysis above only takes into account this project's estimated impact on the M&O portion of the school district property tax levy directly related to this project.

Source: CPA, FREEPORT LNG DEVELOPMENT LP

Disclaimer: This examination is based on information from the application submitted to the school district and forwarded to the comptroller. It is intended to meet the statutory requirement of Chapter 313 of the Tax Code and is not intended for any other purpose.

Board Finding Number 3.

The limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in this state.

The Comptroller has determined that the limitation on appraised value is a determining factor in the Freeport LNG Development decision to invest capital and construct the project in this state. This is based on information available, including information provided by the applicant. Specifically, the comptroller notes the following:

- Per the applicant, competition for projects siting within North America has dramatically increased in the past few years. The FERC data indicates that there are currently 15 proposed export terminals outside of the State of Texas.
- Per the applicant, there are three real-time examples that represent billions of investment dollars and hundreds of permanent jobs in this industry that are occurring outside of the State of Texas due to substantially advantageous property tax scenarios.
- Per the applicant, the decision to invest capital at all depends on the economics of investment. Specifically, obtaining local property tax abatements and the Chapter 313 Valuation Limitation Agreement is a critical component of the requisite economic factors, as property tax is the largest fixed operating cost for the considered project.
- Per Comptrollers research, LNG Industry article dated May 21, 2015, writes Freeport LNG Development, LP has filed a request with the US Federal Energy Regulatory Commission (FERC) for the initiation of the prefilling environmental review process for the construction of a fourth liquefaction train. According to the article, this fourth train at the Freeport LNG project, currently under construction on Quintana Island, Texas, will have a production capacity of approximately 5.1 million tpy of LNG.
- Per Comptroller research, Virtual-Strategy Magazine June 4, 2015, notes that due to continuing demand for liquefied natural gas (LNG) around the

world and the massive abundance of natural gas in the United States, Freeport LNG is now adding a fourth natural gas liquefaction unit to the three trains already under construction. The expansion will allow for the export of an additional five million tons of LNG per year, increasing the total export capability of all four trains to over twenty million tons of LNG per year.

Board Finding Number 4.

The Board finds that the Application Fee received was reasonable and only in such an amount as was necessary to cover the District's costs of processing the Application under consideration.

In support of Finding 4, the Board reviewed the Application Fee payment included in the Application at Attachment A, the contract with the District's consultants and the internal costs for processing the application, if any.

Board Finding Number 5.

Based upon the Application and in the Comptroller's Economic Impact Evaluation and Certification, Attachment B, the Board finds that that the number of jobs to be created and the wages to be paid comply with the requirements of statute; and, the Board further finds that the Chapter 313 Tax Limitation Agreement (Attachment G) contains all required provisions and information related to job creation requirements, to wit: the provisions set forth in Subsections 9.1C&D of such Agreement.

In its Application, Applicant has committed to creating ten (10) new qualifying jobs. The average salary level of qualifying jobs will be at least \$60,000 per year. The review of the application by the Comptroller's indicated that this amount—based on Texas Workforce Commission data—complies with current Tex. Tax Code §313.021(3) requirement that qualifying jobs must pay 110 percent of the county average manufacturing wage. As defined in Section 313.021 of the Tax Code, "Qualifying Job" means a permanent full-time job that:

- (A) requires at least 1,600 hours of work a year;
- (B) is not transferred from one area in this state to another area in this state;

- (C) is not created to replace a previous employee;
- (D) is covered by a group health benefit plan for which the business offers to pay at least 80 percent of the premiums or other charges assessed for employee-only coverage under the plan, regardless of whether an employee may voluntarily waive the coverage; and
- (E) pays at least 110 percent of the county average weekly wage for manufacturing jobs in the county where the job is located.

Board Finding Number 6.

The Applicant intends to create forty-five (45) non-qualifying jobs.

In its Application, Applicant has indicated that it intends to create forty-five (45) non-qualifying jobs. For all non-qualifying jobs, the Applicant will be required to pay at least the county average wage of \$55,133 for all jobs in the county in accordance with the provisions of Tex. Tax Code §313.024(d).

Board Finding Number 7.

The revenue gains that will be realized by the school district if the Application is approved will be significant in the long-term, with special reference to revenues used for supporting school district debt.

In support of this finding, the analysis prepared by Moak, Casey & Associates projects that the project would initially add \$1.375 billion to the tax base for debt service purposes at the peak investment level for the 2021-22 school year. The project remains fully taxable for debt services taxes, with the District currently levying a \$0.2153 per \$100 I&S rate. While the value of the Project is expected to depreciate over the life of the agreement and beyond, full access to the additional value is expected to increase the District's projected I&S taxable value well above the level available through the state's facility programs. As a result, local taxpayers should benefit from the addition of the Project to the local I&S tax roll.

Board Finding Number 8.

The effect of the applicant's proposal, if approved, on the number or size of needed school district instructional facilities is not expected to increase the District's facility needs, with current trends suggest little underlying enrollment growth based on the impact of the project.

The summary of financial impact prepared by Moak, Casey & Associates, Inc., indicates that there will be little to no impact on school facilities created by the new project. This finding is confirmed by the TEA evaluation of this project's impact on the number and size of school facilities in the District as stated in **Attachment F**.

Board Finding Number 9.

The Board finds that with the adoption of District Policy CCG (Local), implemented in conformance with both Comptroller and Texas Education Agency Rules governing Chapter 313 Agreements, it has developed a process to verify, either directly or through its consultants, the accuracy and completeness of information in annual eligibility reports and biennial progress reports regarding (1) the reported number of jobs created and (2) the reported amount invested in the property.

Board Finding Number 10.

The Board of Trustees hired consultants to review and verify the information in the Application. Based upon the consultants' review, the Board has determined that the information provided by the Applicant is true and correct.

The Board has developed a written policy CCG (Local) which requires, upon the filing of an Application under Tax Code Chapter 313, the retention of consultants in order to verify: (1) that Applicant's information contained in the Application as to existing facts is true and correct; (2) that Applicant's information contained in the Application with respect to projections of future events are commercially reasonable and within the ability of Applicant to execute; (3) that information related to job creation is commercially reasonable and within the ability of Applicant to execute; (4) that Applicant's representations concerning and economic incentives being offered, if any, and (5) the proposed project meets eligibility requirements.

As a part of its verification process the Board notes that the Chapter 313 Application for which these Findings are being made has been submitted by the Applicant under oath. Chapter 313 Applications are governmental records under Tex. Penal Code §37.01(2)(A); as a result, all statements contained therein are representations of fact within the meaning of Tex. Penal Code § 37.01(3). Since Board action upon the adoption of these Findings and the approval of the Chapter 313 Tax Limitation Agreement (**Attachment G**) is an “official proceeding,” a false statement on a Chapter 313 application constitutes perjury under Tex. Penal Code § 37.03.

The Board finds that sworn statements are routinely used as an acceptable verification method for reliance by fact finders in each of the three separate branches of government, including trials.

The consultants have prepared signed statements that the consultants have reviewed and verified the contents of the Application and have determined that the current statements of fact contained in the Application are true and correct. (**Attachment H**) The Board finds that reliance by the Board and its consultants upon verified statements of the Applicant, especially as to Applicant’s future intentions which cannot be objectively verified is reasonable and within the intent of Chapter 313, Texas Tax Code.

Board Finding Number 11.

The Board of Trustees has determined that the Tax Limitation Amount requested by Applicant is currently Thirty Million Dollars, which is consistent with the minimum values currently set out by Tax Code, § 313.054(a).

The Board finds that the Chapter 313 Tax Limitation Agreement (**Attachment G**), in accordance with Comptroller’s Form 50-826, contains all required provisions and information related to the required investment amount, to wit: the amount set forth in Section 2.5 of said Agreement. According to the Texas Comptroller of Public Accounts’ School and Appraisal Districts’ Property Value Study 2014 Final Findings made under Subchapter M, Chapter 403, Government Code for the preceding tax year, Attachment F.

The total industrial value for the District is \$4.96 billion. The District is categorized as Subchapter C, which applies only to a school district that has territory in a strategic investment area, as defined under Subchapter O, Chapter 171, Tax Code or in a county: (1) that has a population of less than 50,000 and (2) in which, from 1990 to 2000, according to the federal decennial census, the population: (A) remained the same; (B) decreased; or (C) increased, but at a rate of not more than three percent per annum. The District is classified as a “rural” district due to its placement in a strategic investment area. Given that the value of industrial property is more than \$200 million, it is classified as a Category I district which can offer a minimum value limitation of \$30 million.

Board Finding Number 12.

The Board finds that the Chapter 313 Tax Limitation Agreement (Attachment G) contains all necessary provisions and information related to establishing the required investment amount, to wit: the amount set forth in Section 2.5 of said Agreement.

The Board relies on the certifications of its consultants and the Comptroller’s Approval of the Agreement form to make this Finding. (**Attachment I**)

Board Finding Number 13.

The Applicant (Taxpayer No. 12700304111) is eligible for the limitation on appraised value of qualified property as an active franchise-tax paying entity.

The Applicant, (Texas Taxpayer No. 12700304111), is an entity subject to Chapter 171, Texas Tax Code, and is certified to be an active franchise tax payer by the Comptroller. See **Attachment B**. The Board also finds that the Chapter 313 Tax Limitation Agreement (**Attachment G**) contains all required provisions necessary for the Board to assess eligibility of any business to which an agreement is transferred.

Board Finding Number 14.

The project will be located within an area that is designated as a reinvestment zone, pursuant to Chapter 312 of the Texas Tax Code.

Board Finding Number 15.

The Agreement for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code, attached hereto as Attachment G, includes adequate and appropriate revenue protection provisions for the District, and such provisions comply with the specific terms of Texas Tax Code, Chapter 313.

In support of this finding, the report of Moak, Casey & Associates, Inc. shows that the District will incur a revenue loss in the first and subsequent years that the value limitation is in effect without the proposed Agreement. However, with this Agreement, the negative consequences of granting the value limitation are offset through the revenue protection provisions agreed to by the Applicant and the District. The Agreement contains adequate revenue protection measures for the duration of the Agreement. In support of this Finding, the Board relies upon the recommendation of its consultants. (**Attachment H**)

Board Finding Number 16.

The Board finds that the Chapter 313 Tax Limitation Agreement (Attachment G) contains all required provisions necessary for the Board to assess performance standards and to require periodic deliverables that will enable it to hold businesses accountable for achieving desired results, to wit: the reporting requirements set forth in Article VIII of said Agreement.

Board Finding Number 17.

The Board finds that there are no conflicts of interest at the time of considering the agreement.

The Board finds that with the adoption of District Policies BBFA and BBFB, both (Legal) and (Local), set forth at <http://pol.tasb.org/Home/Index/219>, that it has taken appropriate action to ensure that all District Trustees and the Superintendent, have disclosed any potential conflicts of interest, and that such disclosures will be made if any conflict of interest arises in the future, in compliance with the requirements of Texas Local Gov't Code §171.004.

In addition, at the public hearing, the Board caused the statement set forth in **Attachment J** to be read into the public record and that only Board members audibly responding that

no conflict of interest existed either deliberated or voted on the Tax Limitation Agreement, these Findings or any matter relating to the Application upon which these Findings have been premised.

The Board finds that with the adoption of District Policies DBD, DGA, DH, and BBFB, both (Legal) and (Local) that it has taken appropriate action to ensure that all District employees and/or consultants, have disclosed any potential conflicts of interest, and that such disclosures will be made if any conflict of interest arises in the future, in compliance with the requirements of Texas Local Gov't Code §171.004.

The Board finds that that no non-disclosed conflicts of interest exist as to the Application for which these Findings are being made, as of the time of action on these Findings.

Board Finding Number 18.

The Board directs that a link on its Web site to the Comptroller's Office's Web site where appraisal limitation related documents are made available to the public.

Board Finding Number 19.

Considering the purpose and effect of the law and the terms of the Agreement, that it is in the best interest of the District and the State to enter into the attached Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes.

It is therefore ORDERED that the Agreement attached hereto as **Attachment G** is approved and hereby authorized to be executed and delivered by and on behalf of the District. It is further ORDERED that these findings and the Attachments referred to herein be attached to the Official Minutes of this meeting, and maintained in the permanent records of the Board of Trustees of the District.

Dated the 25th day of October 2016.

BRAZOSPORT INDEPENDENT SCHOOL DISTRICT

By: Mason P. Howard
Mason Howard, President, Board of Trustees

ATTEST:

By: George R. Sullivan
George R. Sullivan, Secretary, Board of Trustees

Attachment A

Application

Freeport LNG Development, L.P.
 Chapter 313 Application to Brazosport ISD
 Cummings' Westlake, LLC

TAB 1

Pages 1 through 9 of application.



Economic Development
 and Analysis
Form 50-296-A

**Application for Appraised Value Limitation on Qualified Property
 (Tax Code, Chapter 313, Subchapter B or C)**

INSTRUCTIONS: This application must be completed and filed with the school district. In order for an application to be processed, the governing body (school board) must elect to consider the application, but — by Comptroller rule — the school board may elect to consider the application only after the materials received by the school district has forwarded within seven days to the Comptroller of Public Accounts.

If the school board elects to consider the application, the school district must:

- notify the Comptroller that the school board has elected to consider the application. This notice must include:
 - the date on which the school district received the application;
 - the date the school district determined that the application was complete;
 - the date the school board decided to consider the application; and
 - a request that the Comptroller prepare an economic impact analysis of the application;
- provide a copy of the notice to the appraised district;
- must complete the application received by the school district, and provide information required in the Comptroller rules located at 34 Texas Administrative Code (TAC) Section 9.1054(a)(1)(C) and forward the original hard copy of the completed application to the Comptroller in a three-ring binder with tabs, as indicated on page 9 of this application, separating each section of the documents, in addition to an electronic copy on CD. See 34 TAC Chapter 9, Subchapter F;
- the governing body may, at its discretion, allow the applicant to supplement or amend the application after the filing date, subject to the restrictions in TAC Chapter 9, Subchapter F.

When the Comptroller receives the notice and required information from the school district, the Comptroller will publish all submitted application materials on its website. The Comptroller is authorized to treat some application information as confidential and withhold it from publication on the internet. To do so, however, the information must be segregated and comply with the other requirements set out in the Comptroller rules. For more information, see guidelines on Comptroller's website.

The Comptroller will independently determine whether the application has been completed according to the Comptroller's rules (34 TAC Chapter 9, Subchapter F), if the Comptroller finds the application is not complete, the Comptroller will request additional materials from the school district. Pursuant to 34 TAC 9.1053(a)(1)(C), the requested information shall be provided within 20 days of the date of the request. When the Comptroller determines that the application is complete, it will send the school district a notice indicating so. The Comptroller will determine the eligibility of the project, issue a certificate for a limitation on appraised value to the school board regarding the application and prepare an economic impact evaluation by the 90th day after the Comptroller receives a complete application — as determined by the Comptroller.

The school board must approve or disapprove the application not later than the 15th day after the application review start date (the date the application is finally determined to be complete), unless an extension is granted. The Comptroller and school district are authorized to request additional information from the applicant that is reasonably necessary to issue a certificate, complete the economic impact evaluation or consider the application at any time during the application review period.

Please visit the Comptroller's website to find out more about the program at www.texasahead.org/tax_programs/chapter313/. There are links to the Chapter 313 statute, rules, guidelines and forms. Information about minimum limitation values for particular districts and wage standards may also be found at that site.

SECTION 1: School District Information

1. Authorized School District Representative

Date Application Received by District

Danny

First Name	Massey
Last Name	

Superintendent

Title

Brazosport Independent School District

School District Name

301 W Brazoswood Dr. Clute, TX 77531-3598

Street Address

P O Drawer 2

City

979-730-7000

Mailing Address

Fax Number

Phone Number

Email Address

Mobile Number (optional)
 pmyatt@brazosportsisd.net

Mobile Number (optional)

2. Does the district authorize the consultant to provide and obtain information related to this application? Yes No

The Economic Development and Analysis Division of the Texas Comptroller of Public Accounts provides information and resources for taxpayers and local taxing entities.

For more information, visit our website:
www.TexasAhead.org/tax_programs/chapter313/
 35-296-A • 05-12

TAB 2 APPLICATION FOR APPRAISED VALUE LIMITATION ON QUALIFIED PROPERTY BY FREEPORT LNG DEVELOPMENT, L.P. TO BRAZOSPORT ISD



Application for Appraised Value Limitation on Qualified Property
 Form 50-296-A
 Property Tax Department
 Texas Department of Revenue

SECTION 1: School District Information (continued)

3. Authorized School District Consultant (if Applicable)

Daniel T. _____
 First Name _____
 Partner _____
 Title _____
 Moak, Casey & Associates LLP

Casey _____
 Last Name _____
 Wes _____
 First Name _____
 Partner _____
 Title _____
 Cummings Westlake LLC

Firm Name _____
 (713) 266-4456 _____
 Phone Number _____
 Fax Number _____
 dcasey@moakcasey.com _____
 Email Address _____
 Business Email Address _____

512-485-7888 _____

Fax Number _____

dcasey@moakcasey.com _____

Email Address _____

Mobile Number (optional) _____

4. On what date did the district determine this application complete?
 Yes _____
 No _____

5. Has the district determined that the electronic copy and hard copy are identical?
 Yes _____
 No _____

SECTION 2: Applicant Information

1. Authorized Company Representative (Applicant)

Jerry _____
 First Name _____
 Vice President & Controller _____
 Title _____
 Street Address _____
 333 Clay St., Suite 5050

Smith _____
 Last Name _____
 Freeport LNG Development, L.P. _____
 Organization _____

TX _____
 State _____
 77002 _____
 Zip _____

713-980-2903 _____
 Phone Number _____
 Fax Number _____
 JSmith@freeprofiling.com _____
 Business Email Address _____

2. Will a company official other than the authorized company representative be responsible for responding to future information requests?
 Yes _____
 No _____

2a. If yes, please fill out contact information for that person.

Lauren _____
 First Name _____
 Commercial Manager, Power & Analytics _____
 Title _____
 333 Clay St., Suite 5050

Street Address _____
 333 Clay St., Suite 5050 _____
 Mailing Address _____
 Houston _____
 City _____
 713-634-3522 _____
 Phone Number _____
 Infbody@freeprofiling.com _____
 Business Email Address _____

3. Does the applicant authorize the consultant to provide and obtain information related to this application?
 Yes _____
 No _____

SECTION 3: Fees and Tax Payments

For the purpose of questions 2 and 3, "payments to the school district" include any and all payments or transfers of things of value made to the school district or to any person or persons in any form if such payment or transfer of thing of value being provided is in recognition of, anticipation of, or consideration for the agreement or limitation on appraised value.

1. Has an application fee been paid to the school district?
 Yes _____
 No _____

The total fee shall be paid at time of the application is submitted to the school district. Any fees not accompanying the original application shall be considered supplemental payments.

1a. If yes, attach in Tab 2 proof of application fee paid to the school district.

1b. If "payments to the school district" include any and all payments or transfers of things of value made to the school district or to any person or persons in any form if such payment or transfer of thing of value being provided is in recognition of, anticipation of, or consideration for the agreement or limitation on appraised value.

2. Will any "payments to the school district" that you may make in order to receive a property tax limitation
 Yes _____
 No _____
 N/A _____

3. If "payments to the school district" will only be determined by a formula or methodology without a specific amount being specified, could such method result in "payments to the school district" that are not in compliance with Tax Code §313.022(7)?
 Yes _____
 No _____
 N/A _____

SECTION 4: Business Applicant Information

1. What is the legal name of the applicant under which this application is made? _____
 Freeport LNG Development, L.P. and its affiliates* _____
 12700304111 _____

2. List the Texas Taxpayer ID number of entity subject to Tax Code, Chapter 171 (11 digits).
 TX Tax ID 232598144 _____

3. List the NAICS code
 322120 _____

4. Is the applicant a party to any other pending or active Chapter 313 agreements?
 Yes _____
 No _____

4a. If yes, please list application number, name of school district and year of agreement.

Application 244, 245, 246 Brazosport ISD, 2013 (244:245 Amended 2014)

SECTION 5: Applicant Business Structure

1. Identity Business Organization of Applicant (corporation, limited liability corporation, etc) _____
 Limited Partnership _____

2. Is applicant a combined group, or comprised of members of a combined group, as defined by Tax Code §71.0001(7)?
 Yes _____
 No _____

2a. If yes, attach in Tab 3 a copy of Texas Comptroller Franchise Tax Form No. 05-165, NCS-165, or any other documentation from the Franchise Tax Division to demonstrate the applicant's combined group membership and contact information.

3. Is the applicant current on all tax payments due to the State of Texas?
 Yes _____
 No _____

4. Are all applicant members of the combined group current on all tax payments due to the State of Texas?
 Yes _____
 No _____
 N/A _____

5. If the answer to question 3 or 4 is no, please explain and/or disclose any history of default, delinquencies and/or any material litigation, including litigation involving the State of Texas. (If necessary, attach explanation in Tab 3)

For more information, visit our website: www.TexasAhead.org/tax_programs/chapter313/

SECTION 6: Eligibility Under Tax Code Chapter 313.024

1. Are you an entity subject to the tax under Tax Code, Chapter 171? Yes No
2. The property will be used for one of the following activities:
 - (1) manufacturing
 - (2) research and development
 - (3) a clean coal project, as defined by Section 5.001, Water Code
 - (4) an advanced clean energy project, as defined by Section 382.003, Health and Safety Code
 - (5) renewable energy electric generation
 - (6) electric power generation using integrated gasification combined cycle technology
 - (7) nuclear electric power generation
 - (8) a computer center that is used as an integral part or as a necessary auxiliary part for the activity conducted by applicant in one or more activities described by subdivisions (1) through (7)
 - (9) a Texas Priority Project, as defined by 313.024(e)(7) and TAC 9.051)
3. Are you requesting that any of the land be classified as qualified investment? Yes No No
4. Will any of the proposed qualified investment be leased under a capitalized lease? Yes No
5. Will any of the proposed qualified investment be leased under an operating lease? Yes No
6. Are you including property that is owned by a person other than the applicant? Yes No
7. Will any property be pooled or proposed to be pooled with property owned by the applicant in determining the amount of your qualified investment? Yes No

SECTION 7: Project Description

1. In Tab 4 attach a detailed description of the scope of the proposed project, including, at a minimum, the type and planned use of real and tangible personal property, the nature of the business, a timeline for property construction or installation, and any other relevant information.
2. Check the project characteristics that apply to the proposed project:
 - Land has no existing improvements
 - Expansion of existing operation on the land (complete Section 13)
 - Relocation within Texas

SECTION 8: Limitation as Determining Factor

1. Does the applicant currently own the land on which the proposed project will occur? Yes No
2. Has the applicant entered into any agreements, contracts or letters of intent related to the proposed project? Yes No
3. Does the applicant have current business activities at the location where the proposed project will occur? Yes No
4. Has the applicant made public statements in SEC filings or other documents regarding its intentions regarding the proposed project location? Yes No
5. Has the applicant received any local or state permits or approvals for activities at the proposed project site? Yes No
6. Has the applicant received commitments for state or local incentives for activities at the proposed project site? Yes No
7. Is the applicant evaluating other locations not in Texas for the proposed project? Yes No
8. Has the applicant provided capital investment or return on investment information for the proposed project in comparison with other alternative investment opportunities? Yes No
9. Has the applicant provided information related to the applicant's inputs, transportation and markets for the proposed project? Yes No
10. Are you submitting information to assist in the determination as to whether the limitation on appraised value is a determining factor in the applicants decision to invest capital and construct the project in Texas? Yes No

Chapter 313.026(e) states "the applicant may submit information to the Comptroller that would provide a basis for an affirmative determination under Subsection (e)(2)," if you answered "yes" to any of the questions in Section 8, attach supporting information in Tab 5.

Please see Tab 5

SECTION 9: Projected Timeline

Event	Timeline
1. Application approval by school board	Feb 2016
2. Commencement of construction	Q1 2017
3. Beginning of qualifying time period	January 2, 2018
4. First year of limitation	2021
5. Begin hiring new employees	Q3 2020
6. Commencement of commercial operations	Q4 2020
7. Do you propose to construct a new building or to erect or affix a new improvement after your application review start date (date your application is finally determined to be complete)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Note: Improvements made before that time may not be considered qualified property.	2020
8. When do you anticipate the new buildings or improvements will be placed in service?
SECTION 10: The Property	
1. Identify county or counties in which the proposed project will be located	Brazoria County
2. Identify Central Appraisal District (CAD) that will be responsible for appraising the property	Brazoria CAD
3. Will this CAD be acting on behalf of another CAD to appraise this property?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4. List all taxing entities that have jurisdiction for the property, the portion of project within each entity and tax rates for each entity:	County: Brazoria County, \$0.4985, 100% City: _____ (Name, tax rate and percent of project) County: N/A (Name, tax rate and percent of project)
5. Is the project located entirely within the ISD listed in Section 1?	Hospital District: Velasco Drainage District, 0.08018, 100% (Name, tax rate and percent of project)
6. Did you receive a determination from the Texas Economic Development and Tourism Office that this proposed project and at least one other project seeking a limitation agreement constitute a single unified project (SUP), as allowed in §313.024(d-2)?	Other (describe): Port Freeport, \$0.045, 100% (Name, tax rate and percent of project)
6a. If yes, attach in Tab 6 supporting documentation from the Office of the Governor.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
SECTION 11: Investment	
NOTE: The minimum amount of qualified investment required to qualify for an appraised value limitation and the minimum amount of appraised value limitation vary depending on whether the school district is classified as Subchapter B or Subchapter C, and the taxable value of the property within the school district. For assistance in determining estimates of these minimums, access the Comptroller's website at www.texasahead.org/tax_programs/chapter313 .	
1. At the time of application, what is the estimated minimum qualified investment required for this school district?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. What is the amount of appraised value limitation for which you are applying?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Note: The property value limitation amount is based on property values available at the time of application and may change prior to the execution of any final agreement.	
3. Does the qualified investment meet the requirements of Tax Code §313.021(1)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4. Attach a description of the qualified investment (See §313.021(1)). The description must include:	
a. a specific and detailed description of the qualified investment you propose to make on the property for which you are requesting an appraised value limitation as defined by Tax Code §313.021 (Tab 7);	
b. a description of any new buildings, proposed new improvements or personal property which you intend to include as part of your minimum qualified investment (Tab 7); and	
c. a detailed map of the qualified investment showing location of tangible personal property to be placed in service during the qualifying time period and buildings to be constructed during the qualifying time period, with vicinity map (Tab 11).	
5. Do you intend to make at least the minimum qualified investment required by Tax Code §313.023 (or §313.053) for Subchapter C school districts) for the relevant school district category during the qualifying time period?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

For more information, visit our website: www.TexasAhead.org/tax_programs/chapter313/

 **Economic Impact Analysis**
Application for Appraised Value Limitation on Qualified Property
Form 50-296-A

SECTION 12: Qualified Property

1. Attach a detailed description of the qualified property. (See §313.021(2)) If qualified investment describes qualified property exactly, you may skip items a, b and c below.) The description must include:
 - 1a. a specific and detailed description of the qualified property for which you are requesting an appraised value limitation as defined by Tax Code §313.021 (Tab 8);
 - 1b. a description of any new buildings, proposed new improvements or personal property (Tab 8); and
 - 1c. a map of the qualified property showing location of new buildings or new improvements will be built part of the qualified property described by §313.021(2)(A)? Yes No

- 2a. If yes, attach complete documentation including:
 - a. legal description of the land (Tab 9);
 - b. each existing appraisal parcel number of the land on which the new improvements will be constructed, regardless of whether or not all of the land described in the current parcel will become qualified property (Tab 9);
 - c. owner (Tab 9);
 - d. the current taxable value of the land. Attach estimate if land is part of larger parcel (Tab 9); and
 - e. a detailed map showing the location of the land with vicinity map (Tab 11).

3. Is the land on which you propose new construction or new improvements currently located in an area designated as a reinvestment zone under Tax Code Chapter 311 or 312 or as an enterprise zone under Government Code Chapter 2303? Yes No

Proposed new improvements will be located on existing Freight LNS Development, LP RZ Nos. 243 Note RZ #2, expires 10/27/15 and will be reviewed prior to CFA certificate.

- 3b. If no, attach detailed description of proposed reinvestment zone or enterprise zone with a map indicating the boundaries of the zone on which you propose new construction or new improvements to the Comptroller's office within 30 days of the application date. What is the anticipated date on which you will submit final proof of a reinvestment zone or enterprise zone? November 9, 2015

SECTION 13: Information on Property Not Eligible to Become Qualified Property

1. In Tab 10, attach a specific and detailed description of all existing property. This includes buildings and improvements existing as of the application review start date (the date the application is determined to be complete by the Comptroller). The description must provide sufficient detail to locate all existing property on the land that will be subject to the agreement and distinguish existing property from future proposed property.
2. In Tab 10, attach a specific and detailed description of all proposed new property that will not become new improvements as defined by TAC §313.021. This includes proposed property that: (a) replaces existing property; or (b) is otherwise ineligible to become qualified property. The description must modify or upgrade existing property, or is attached to existing property, or is otherwise ineligible to become qualified property. The description must provide sufficient detail to distinguish existing property (question 1) and all proposed new property that cannot become qualified property from proposed qualified property that will be subject to the agreement (as described in Section 12 of this application).
3. For the property not eligible to become qualified property listed in response to questions 1 and 2 of this section, provide the following supporting information in Tab 10:
 - a. maps and/or detailed site plan;
 - b. surveys;
 - c. appraisal district values and parcel numbers;
 - d. inventory lists;
 - e. existing and proposed property lists;
 - f. model and serial numbers of existing property; or
 - g. other information of sufficient detail and description.

4. Total estimated market value of existing property (that property described in response to question 1): \$ 228,263,990.00
5. In Tab 10, include an appraisal value by the CAD of all the buildings and improvements existing as of a date within 15 days of the date the application is received by the school district.
6. Total estimated market value of proposed property not eligible to become qualified property (that property described in response to question 2): \$ 0.00

Note: Investment for the property listed in question 2 may count towards qualified investment in Column C of Schedules A-1 and A-2, if it meets the requirements of §313.021(1). Such property cannot become qualified property on Schedule B.

For more information, visit our website: www.TexasAhead.org/tax_programs/chapter313/

 **Economic Impact Analysis**
Application for Appraised Value Limitation on Qualified Property
Form 50-296-A

SECTION 14: Wage and Employment Information

1. What is the estimated number of permanent jobs (more than 1,600 hours a year), with the applicant or a contractor of the applicant, on the proposed qualified property during the last complete quarter before the application review start date (date your application is finally determined to be complete)? 0

2. What is the last complete calendar quarter before application review start date:

First Quarter Second Quarter Third Quarter Fourth Quarter of 2015 (year)

3. What were the number of permanent jobs (more than 1,600 hours a year) this applicant had in Texas during the most recent quarter reported to the Texas Workforce Commission (TWC)? 95

Note: For job definitions see TAC §9.1051 and Tax Code §313.021(3).

4. What is the number of new qualifying jobs you are committing to create? 10

5. What is the number of new non-qualifying jobs you are estimating you will create? 45

6. Do you intend to request that the governing body waive the minimum new qualifying job creation requirement, as provided under Tax Code §313.025(f-1)? Yes No

6a. If yes, attach evidence in Tab 12 documenting that the new qualifying job creation requirement above exceeds the number of employees necessary for the operation, according to industry standards.

7. Attach in Tab 13 the four most recent quarters of data for each wage calculation below, including documentation from the TWC website. The final actual statutory minimum annual wage requirement for the applicant for each qualifying job — which may differ slightly from this estimate — will be based on information from the four quarterly periods for which data were available at the time of the application review start date (date of a completed application). See TAC §9.1051(2)(1) and (2)(2).
 - a. Average weekly wage for all jobs (all industries) in the county is 1,059.00
 - b. 110% of the average weekly wage for manufacturing jobs in the county is 2,222.00
 - c. 110% of the average weekly wage for manufacturing jobs in the region is 1,153.00

8. Which Tax Code section are you using to estimate the qualifying job wage standard required for this project? §313.021(6)(A) or §313.021(5)(B)

9. What is the minimum required annual wage for each qualifying job based on the qualified property? 55,976.00

10. What is the annual wage you are committing to pay for each of the new qualifying jobs you create on the qualified property? 60,000.00

11. Will the qualifying jobs meet all minimum requirements set out in Tax Code §313.021(3)? Yes No

12. Do you intend to satisfy the minimum qualifying job requirement through a determination of cumulative economic benefits to the state as provided by §313.021(3)(F)?

- a. If yes, attach in Tab 12 supporting documentation from the TWC, pursuant to §313.024(d-2), in meeting the qualifying job requirements? Yes No
- b. If yes, attach in Tab 6 supporting documentation including a list of qualifying jobs in the other school district(s), Yes No

- 13a. If yes, attach in Tab 6 supporting documentation including a list of qualifying jobs in the other school district(s), Yes No

SECTION 15: Economic Impact

1. Complete and attach Schedules A-1, A-2, B, C, and D in Tab 14. Note: Excel spreadsheet versions of schedules are available for download and printing at URL listed below.

2. Attach an Economic Impact Analysis, if supplied by other than the Comptroller's Office, in Tab 15. (not required)

3. If there are any other payments made in the state or economic information that you believe should be included in the economic analysis, attach a separate schedule showing the amount for each year affected, including an explanation, in Tab 15.
 1. Complete and attach Schedules A-1, A-2, B, C, and D in Tab 14. Note: Excel spreadsheet versions of schedules are available for download and printing at URL listed below.
 2. Attach an Economic Impact Analysis, if supplied by other than the Comptroller's Office, in Tab 15.
 3. If there are any other payments made in the state or economic information that you believe should be included in the economic analysis, attach a separate schedule showing the amount for each year affected, including an explanation, in Tab 15.



**Economic Development
Commission**
Application for Appraised Value Limitation on Qualified Property
Form 50-296-A

SECTION 16: Authorized Signatures and Applicant Certification

After the application and schedules are complete, an authorized representative from the school district and the business should review the application documents and complete this authorization page. Attach the completed authorization page in Tab 17. NOTE: If you amend your application, you will need to obtain new signatures and resubmit this page, Section 16, with the amendment request.

1. Authorized School District Representative Signature

I am the authorized representative for the school district to which this application is being submitted. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code.

print here **Danny Massey**

Print Name /Authorized School District Representative)

sign here

Signature /Authorized School District Representative)

Superintendent

Title

Date

2. Authorized Company Representative (Applicant) Signature and Notarization

I am the authorized representative for the business entity for the purpose of filing this application. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code. The information contained in this application and schedules is true and correct to the best of my knowledge and belief.

I hereby certify and affirm that the business entity I represent is in good standing under the laws of the state in which the business entity was organized and that no delinquent taxes are owed to the State of Texas.

print here **Jerry Smith**

Print Name /Authorized Company Representative (Applicant))

sign here

Signature /Authorized Company Representative (Applicant))

Vice President & Controller

Title

Date

GIVEN under my hand and seal of office this, the

day of _____,

Notary Public in and for the State of Texas

My Commission expires: _____

(Notary Seal)

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Application for Appraised Value Limitation on Qualified Property

Form 50-296-A

APPLICATION TAB ORDER FOR REQUESTED ATTACHMENTS

TAB	ATTACHMENT
1	Pages 1 through 11 of Application
2	Proof of Payment of Application Fee
3	Documentation of Combined Group membership under Texas Tax Code 171.0001(7), history of tax default, delinquencies and/or material litigation (if applicable)
4	Detailed description of the project
5	Documentation to assist in determining if limitation is a determining factor
6	Description of project is located in more than one district, including list of percentage in each district and, if determined to be a single unified project, documentation from the Office of the Governor (if applicable)
7	Description of Qualified Investment
8	Description of Qualified Property
9	Description of Land
10	Description of all property not eligible to become qualified property (if applicable)
11	Maps that clearly show: <ul style="list-style-type: none"> a) Project vicinity b) Qualified investment including location of tangible personal property to be placed in service during the qualifying time period and guidelines to be constructed during the qualifying time period c) Qualified property including location of new buildings or new improvements d) Existing property e) Land location within vicinity map f) Reinvestment or Enterprise Zone within vicinity map, showing the actual or proposed boundaries and size Note: Electronic maps should be high resolution files. Include map legends/markers.
12	Request for Waiver of Job Creation Requirement and supporting information (if applicable)
13	Calculation of three possible wage requirements with TWC documentation
14	Schedules A1, A2, B, C and D completed and signed Economic Impact (if applicable)
15	Economic Impact Analysis, other payments made in the state on other economic information (if applicable)
16	Description of Reinvestment or Enterprise Zone, including: <ul style="list-style-type: none"> a) evidence that the area qualifies as a enterprise zone as defined by the Governor's Office b) legal description of reinvestment zone* c) order, resolution or ordinance establishing the reinvestment zone* d) guidelines and criteria for creating the zone* *To be submitted with application or before date of final application approval by school board
17	Signature and Certification page, signed and dated by Authorized School District Representative and Authorized Company Representative (if applicable)

Freeport LNG Development, L.P.
Chapter 313 Application to Brazosport ISD
Cummings Westlake, LLC

TAB 2

Proof of Payment of Application Fee

Please find on the attached page, copy of the check for the \$75,000 application fee to
Brazosport Independent School District.

Proof of payment of filing fee received by the
Comptroller of Public Accounts per TAC Rule
§9.1054 (b)(5)

(Page Inserted by Office of Texas Comptroller of Public
Accounts)

Freeport LNG Development, L.P.

**Chapter 313 Application to Brazosport ISD
Cummings Westlake, LLC**

TAB 3

*Documentation of Combined Group membership under Texas Tax Code 171.0001(7),
history of tax default, delinquencies and/or material litigation (if applicable).*

See attached list of affiliates for Freeport LNG Development, L.P. and its affiliates.
Please note the separate Form 05-164 listing FLIQ Common Facilities, LLC Due to
recent entity organizational changes, FLIQ Common Facilities, LLC will not be
included in the combined group for Texas reporting purposes. Separate filings will
be made for this entity.

FLNG Liquefaction 4, LLC is an affiliate and party to this application. This affiliate is
a newly formed Delaware Limited Liability Company that is registered for business
in Texas. As such, the entity has not been included in past Franchise Tax
Filings. This new legal entity will become part of this combined group in the next
regular filing.

Texas Franchise Tax Extension Affiliate List	
LEGAL NAME OF AFFILIATE	AFFILIATE'S TEXAS TAXPAYER NUMBER (None, enter FB number)
■ Reporting entity taxpayer name 122700304111	■ Report year 2015
■ Reporting entity taxpayer name 13298 ■ Reporting entity taxpayer name 122700304111	■ Report year 2015
Reporting entity taxpayer name PRETENSE INC. DEVELOPMENT, L.P.	
CHECK BOX IF AFFILIATE DOES NOT HAVE REVENUE ■	
1. ENERGY & EXPANSION, LP, LLC ■ 32018709280	
2. FLX STORES, LLC, INC. ■ 32018709306	
3. TEX. MFG., LLC ■ 32043022220	
4. ANGLER FISHING, LLC ■ 32041445050	
5. ENERGY LNS. EXPANSION, LP ■ 32035260026	
6. ENS. LIQUEFACTION 3, LLC ■ 32048642410	
7. FLNK INDUS., LLC ■ 324977680	
8. FLNG 4, LLC ■ 32055542917	
9. ■	
10. ■	
11. ■	
12. ■	
13. ■	
14. ■	
15. ■	
16. ■	
17. ■	
18. ■	
19. ■	
20. ■	
21. ■	

Note: To file an extension request for a reporting entity and its affiliates, Form 05-164 (Texas Franchise Tax Extension Request)
must be submitted with this affiliate list. The filing of this list by itself does not constitute a properly filed Extension Request.

Do not file this form when resubmitting a second extension.

Texas Comptroller Official Use Only

VERDE	<input type="checkbox"/>
FM	<input type="checkbox"/>
■	<input type="checkbox"/>



7003

Freeport LNG Development, L.P.
 Chapter 313 Application to Brazosport ISD
 Cummings Westlake, LLC

145545-3-009 TX2015 Ver. 6.0	05-164-377 (Rev. 6-13-07)	Texas Franchise Tax Extension Request		
<input checked="" type="checkbox"/> Business name	<input checked="" type="checkbox"/> Trade	13258 ANNUAL	<input checked="" type="checkbox"/> Extension year	Due date
3204786746		2015		05/15/2015
State or Comptroller file number 333 CEDAR STREET, SUITE 5050 City 35007071 Check box if this is a combined report <input type="checkbox"/>				
Secretary of State file number or Comptroller file number 05/01/2017 Check box if the address has changed <input type="checkbox"/>				

If this extension is for a combined group, you must also complete and submit Form 05-165.

Note to mandatory Electronic Fund Transfer (EFT) payors:

When requesting a second extension do not submit an Affiliate List Form 05-165.

- Extension payment (20% and 20%)

1. NONE

Provide a detailed description of the scope of the proposed project, including, at a minimum, the type and planned use of real and tangible personal property, the nature of the business, a timeline for property construction or installation, and any other relevant information.

Freeport LNG is a proud member of the greater Brazosport industrial community and has safely operated a liquefied natural gas ("LNG") import and regasification terminal on Quintana Island since 2008. In late 2014, Freeport LNG was authorized by the Federal Energy Regulatory Commission ("FERC") to construct additional facilities to be able to liquefy domestic natural gas and export LNG. Freeport LNG has secured the funding and commenced construction on its three-train liquefaction project. The natural gas liquefaction and LNG export facility is anticipated to commence commercial operations in the third quarter of 2018, achieving full, three-train production by the third quarter of 2019.

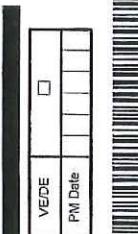
Due to continuing demand for LNG around the world and the massive abundance of natural gas in the United States, Freeport LNG is now evaluating additional liquefaction production capacity. Freeport LNG is proposing to add a fourth natural gas liquefaction train to the three trains already under construction. This expansion would allow for the production and export of an additional five million tons of LNG per year, increasing the total export capability of all four trains to over 20 million tons of LNG per year.

Similar to Trains 1, 2 and 3, Train 4 will utilize all-electric motors, resulting in negligible incremental emissions. The fourth liquefaction train is proposed to be constructed adjacent to the first three trains on Quintana Island. There are no modifications or expansions planned at the pretreatment facilities site near Oyster Creek, Texas. Subject to regulatory approvals, securing financing and achieving commercialization, construction of Train 4 could begin as early as the first quarter of 2017, with the new facilities becoming operational in 2020 at the earliest.

The feed gas for the proposed Train 4 project will be delivered directly to Quintana Island via intrastate pipeline. At the terminal, it will be liquefied and then stored in full-containment LNG storage tanks. LNG will be exported from the terminal by LNG carriers arriving via marine transit through the Freeport Harbor Channel.

The added liquefaction capability will not preclude the terminal from operating in vaporization and send-out mode as business conditions dictate. Also, having dual liquefaction and regasification capabilities will not result in any increase in the number of ship transits since the total amount of LNG handled, either by liquefying

TAB TO APPLICATION FOR APPRAISED VALUE LIMITATION ON QUALIFIED PROPERTY BY FREEPORT LNG DEVELOPMENT, L.P. TO BRAZOSPORT ISD

Texas Comptroller Official Use Only	
	
<input checked="" type="checkbox"/> VEDE	<input type="checkbox"/>
<input type="checkbox"/> PM Date	<input type="checkbox"/>

Freeport LNG Development, L.P.
Chapter 313 Application to Brazosport ISD
Cummings' Westlake, LLC
natural gas or by vaporizing LNG, will not exceed thresholds authorized under the
FERC order approving the Phase II regas project.

A Chapter 313 Value Limitation Agreement is essential to the success of the project and is requested on all of the proposed new improvements and fixed equipment associated with this project as described below.

The proposed project primarily consists of property classified by Brazoria CAD as real estate improvements including, but not limiting to, three large refrigerant compressors, one main cryogenic heat exchanger, eight refrigerant vaporizers, two liquid turbines, 250+ fin fan air coolers, multiple heat exchangers and tower reboilers, multiple vessels, compressors, various pumps and all associated buildings. Also included, but not limited to, are all of the associated concrete foundations, pipe supports, piping, instrumentation, power feeds, control loops, safety systems, fire water protection, insulation, and utilities necessary to connect the new facilities to the existing terminal and to safely operate the new equipment.

Freeport LNG Development, L.P.
Chapter 313 Application to Brazosport ISD
Cummings' Westlake, LLC

TAB 5

Documentation to assist in determining if limitation is a determining factor.

The applicant, Freeport LNG (referred to herein as "FLNG" for purposes of this section), is a leader in the global LNG industry, with three LNG production trains and export facilities currently under construction at its Quintana Island terminal. These three LNG production trains and associated facilities are covered by Chapter 313 Agreement Nos. 244, 245 and 246 (the "Covered Project"). FLNG is evaluating the construction of additional LNG production capacity at its Quintana Island terminal by considering adding a fourth natural gas liquefaction train (referred to herein as the "Considered Project" or "Train 4"). The company is also pursuing other investment opportunities elsewhere in the USA and internationally. The applicant requires this appraised value limitation in order to move forward with the development of the Considered Project in Freeport, TX. Without this appraised value limitation, the impact of comparatively high Texas property taxes on the cost of the Considered Project does not allow it to compete for global LNG customers against similar projects operated by competitors of FLNG in Texas, in other states and around the world. Securing the appraised value limitation is one of many steps required by FLNG to be able to acquire the necessary commercial contracts and successive financing required to bring this project to existence.

The Considered Project is still in an evaluation stage; only very preliminary development activities have begun. No formal permit filings have been made as of the date of this application. Freeport LNG submitted a pre-filing request with FERC to begin the environmental review of Train 4. Freeport LNG expects to file its formal application with FERC in November 2015. FLNG has no sales contracts for the Train 4 project, and, other than preliminary discussions, does not intend to secure a market for the future capacity until the technical and commercial viability of the Considered Project is more fully established. No engineering, procurement or construction contractors have been engaged to bid on the Considered Project, nor have any contracts been negotiated or signed for such. No public announcements of a definitive intent to construct the Considered Project have been made. Any statements have indicated only that Freeport LNG is considering the additional investment. Agreements pertaining to preliminary design and engineering work and the development of other technical studies and estimates have been entered into; however, this work is necessary for purposes of determining whether the Considered Project is technically viable and can be cost-competitive in the global marketplace.

North American LNG Project Siting Competitiveness

Competition for project siting within North America has dramatically increased in the past few years. The attached Tab 5 Exhibits (A & B) of FERC approved & proposed export terminals demonstrate the overall competitiveness that exists

TAB TO APPLICATION FOR APPRAISED VALUE LIMITATION ON QUALIFIED PROPERTY BY FREEPORT LNG DEVELOPMENT, L.P. TO BRAZOSPORT ISD

TAB TO APPLICATION FOR APPRAISED VALUE LIMITATION ON QUALIFIED PROPERTY BY FREEPORT LNG DEVELOPMENT, L.P. TO BRAZOSPORT ISD

Freeport LNG Development, L.P.
Chapter 313 Application to Brazosport ISD
Cummings Westlake, LLC

Freeport LNG Development, L.P.
Chapter 313 Application to Brazosport ISD
Cummings Westlake, LLC

within North America alone. The FERC data indicates that there are currently 15 proposed export terminals outside of the State of Texas.

The three existing LNG terminals in Louisiana, which are similar to FLNG's, have all been approved for exporting LNG by FERC. Two of these facilities have begun construction on their natural gas liquefaction and export facilities and will benefit from the economic advantages of that state's 100% "across-the-board" 10-year industrial tax abatement.

Additionally, there is a FERC approved location in Maryland that has begun construction on its natural gas liquefaction and export facility. This facility will be advantaged by a 14 year tax incentive agreement consisting of a 5 year pilot payment, followed by a 42 percent relief on real and personal property taxes for an additional nine years.

These are three real-time examples that represent billions of investment dollars and hundreds of permanent jobs in this industry that are occurring outside of the State of Texas due to substantially advantageous property tax scenarios.

Furthermore, FLNG is aware of 36 total US natural gas liquefaction export projects, and of these 36 unique projects, five are under construction. Only two of the remaining 31 projects are reported to have secured contracts for the full capacity of their proposed projects, leaving 29 US liquefaction projects competing for the limited remaining LNG buyers. There are many factors that LNG buyers consider when contracting for capacity, but chief among these in the current market is price. Property tax for the Considered Project is the largest single fixed operating cost, and therefore, the appraised value limitation is a determining factor in FLNG being able to competitively price LNG offtake. LNG buyers will contract capacity from projects with the lowest price, and the lowest priced projects will be those that have their fixed operating costs (inclusive of property tax, which is the largest) minimized or secure and enjoy other incentives that allow them to offer a lower price. In addition to property tax advantages, several of these facilities will potentially enjoy a significant shipping advantage due to their proximity to the Atlantic or Pacific Basin markets, while Gulf Coast projects must transit through the expanded Panama Canal to supply the world's fastest growing energy markets.

FLNG could partner with the owners of one of those terminals to co-develop new facilities with them on their site or purchase a less developed/stalled project outright. Alternatively, FLNG could choose to invest the capital for the Considered Project in another portion of the LNG value chain such as international import and regasification facilities, upstream supply and transportation sectors or into a completely unrelated sector that are likely more economical than the Considered Project without the appraised value limitation.

Global Siting LNG Competitiveness

Competition for investment to develop new LNG liquefaction and export facilities is a global game. Outside of the United States, FLNG is aware of 14 liquefaction plants in the planning phase of development, with an additional 18 projects undergoing feasibility studies. The attached Exhibit C further demonstrates the global competition that exists for the expanding LNG market.

Project Financing Competitiveness

The decision to invest capital at all depends on the economics of the investment. In the case of the potential investment of the Considered Project in Brazoria County, the evaluation of such an investment is based on a variety of financial factors, including the ability to obtain local property tax incentives that make this potential investment meet certain economic thresholds required for the Considered Project to move forward. Specifically, obtaining local property tax abatements and the Chapter 313 Valuation Limitation Agreement is a critical component of the requisite economic factors, as property tax is the largest fixed operating cost for the Considered Project.

The all-in cost of the project is anticipated to be approximately 3 Billion USD, about half of which is attributable to non-capital expenditures, such as interest during construction and other finance related costs, owner's costs such as insurance, oversight costs, support personnel, etc. The value for the 10 year appraised value limitation represents approximately \$150 million or 10% of the capital cost of the facility. Without the appraised value limitation, the applicant's increased cost must be borne by the offtake price, which is borne by the Considered Project's potential customers and impedes the ability to commercialize the project. As a result, the applicant would likely be unable to attract long-term customers for the Considered Project. Without these long-term customer commitments, the applicant would be unable to raise the project financing necessary to fund its multimillion dollar investment, thus FLNG would not build the Train 4 project at all.

TAB TO APPLICATION FOR APPRAISED VALUE LIMITATION ON QUALIFIED PROPERTY BY FREEPORT LNG DEVELOPMENT, L.P. TO BRAZOSPORT ISD

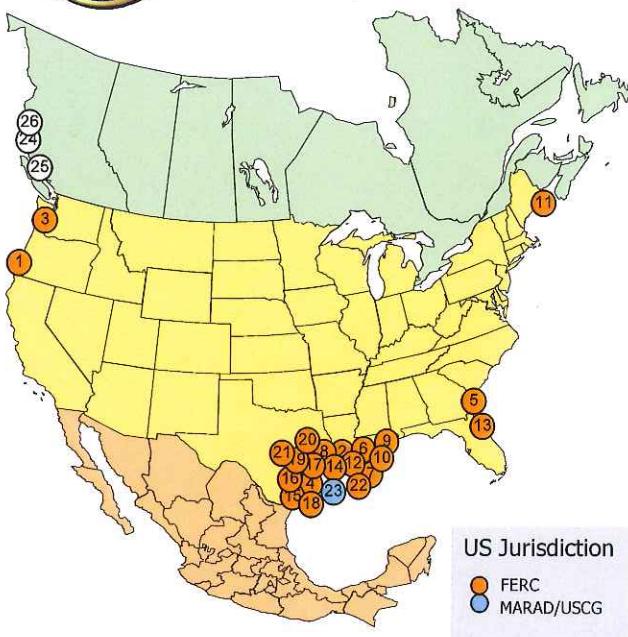
TAB TO APPLICATION FOR APPRAISED VALUE LIMITATION ON QUALIFIED PROPERTY BY FREEPORT LNG DEVELOPMENT, L.P. TO BRAZOSPORT ISD



TAB 5 - EXHIBIT B

North American LNG Export Terminals

Proposed



Export Terminal

PROPOSED TO FERC

1. Coos Bay, OR: 0.9 Bcf/d (Jordan Cove Energy Project) (CP13-483)
2. Lake Charles, LA: 2.2 Bcf/d (Southern Union - Trunkline LNG) (CP14-120)
3. Astoria, OR: 1.25 Bcf/d (Oregon LNG) (CP09-6)
4. Lavaca Bay, TX: 1.38 Bcf/d (Excelerate Liquefaction) (CP14-71 & 72)
5. Elba Island, GA: 0.35 Bcf/d (Southern LNG Company) (CP14-103)
6. Lake Charles, LA: 1.07 Bcf/d (Magnolia LNG) (CP14-347)
7. Plaquemines Parish, LA: 1.07 Bcf/d (CE FLNG) (PF13-11)
8. Sabine Pass, TX: 2.1 Bcf/d (ExxonMobil - Golden Pass) (CP14-517)
9. Pascagoula, MS: 1.5 Bcf/d (Gulf LNG Liquefaction) (CP15-521)
10. Plaquemines Parish, LA: 0.30 Bcf/d (Louisiana LNG) (PF14-17)
11. Robbinston, ME: 0.45 Bcf/d (Kestrel Energy - Downeast LNG) (PF14-19)
12. Cameron Parish, LA: 1.34 Bcf/d (Venture Global) (PF15-2)
13. Jacksonville, FL: 0.075 Bcf/d (Eagle LNG Partners) (PF15-7)
14. Hackberry, LA: 1.4 Bcf/d (Sempra - Cameron LNG) (PF15-13)
15. Brownsville, TX: 0.54 Bcf/d (Texas LNG Brownsville) (PF15-14)
16. Brownsville, TX: 0.94 Bcf/d (Anova LNG Brownsville) (PF15-15)
17. Port Arthur, TX: 1.4 Bcf/d (Port Arthur LNG) (PF15-18)
18. Brownsville, TX: 3.6 Bcf/d (Rio Grande LNG - NextDecade) (PF15-20)
19. Freeport, TX: 0.72 Bcf/d (Freeport LNG Dev) (PF15-25)
20. Corpus Christi, TX: 1.4 Bcf/d (Cheniere - Corpus Christi LNG) (PF15-26)
21. Freeport, TX: 0.34 Bcf/d (Freeport LNG Dev) (CP15-518)
22. Plaquemines Parish, LA: 2.80 Bcf/d (Venture Global LNG) (PF15-27)

PROPOSED TO U.S. MARAD/COAST GUARD

23. Gulf of Mexico: 1.8 Bcf/d (Delfin LNG)

PROPOSED CANADIAN SITES IDENTIFIED BY PROJECT SPONSORS

24. Kitimat, BC: 1.28 Bcf/d (Apache Canada Ltd.)
25. Douglas Island, BC: 0.23 Bcf/d (BC LNG Export Cooperative)
26. Prince Rupert Island, BC: 2.74 Bcf/d (Pacific Northwest LNG)

As of July 13, 2015

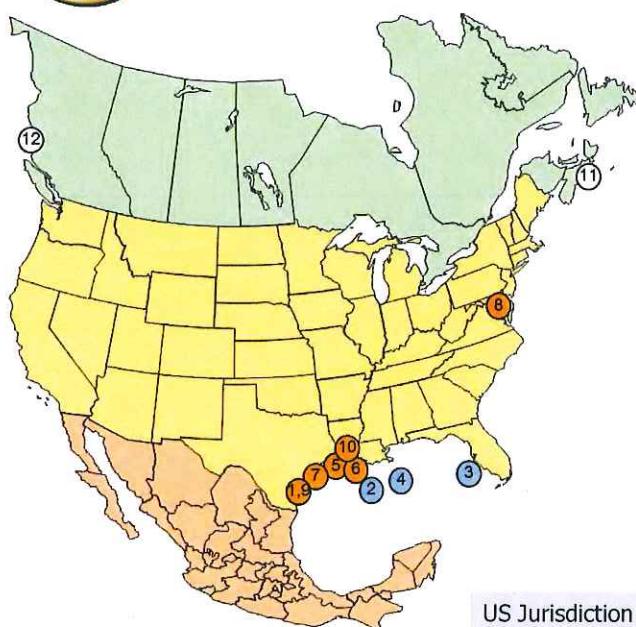
Office of Energy Projects



TAB 5 - EXHIBIT A

North American LNG Import /Export Terminals

Approved



Import Terminal

APPROVED - UNDER CONSTRUCTION

U.S. - FERC

1. Corpus Christi, TX: 0.4 Bcf/d (Cheniere - Corpus Christi LNG) (CP12-507)

APPROVED - NOT UNDER CONSTRUCTION

U.S. - MARAD/Coast Guard

2. Gulf of Mexico: 1.0 Bcf/d (Main Pass McMoran Exp.)
3. Offshore Florida: 1.2 Bcf/d (Hoëgh LNG - Port Dolphin Energy)
4. Gulf of Mexico: 1.4 Bcf/d (TORP Technology-Bienville LNG)

Export Terminal

APPROVED - UNDER CONSTRUCTION

U.S. - FERC

5. Sabine, LA: 2.76 Bcf/d (Cheniere/Sabine Pass LNG) (CP11-72 & CP14-12)
6. Hackberry, LA: 1.7 Bcf/d (Sempra - Cameron LNG) (CP13-25)
7. Freeport, TX: 1.8 Bcf/d (Freeport LNG Dev/Freeport LNG Expansion/FLNG Liquefaction) (CP12-509)
8. Cove Point, MD: 0.82 Bcf/d (Dominion - Cove Point LNG) (CP13-113)
9. Corpus Christi, TX: 2.14 Bcf/d (Cheniere - Corpus Christi LNG) (CP12-507)

APPROVED - NOT UNDER CONSTRUCTION

U.S. - FERC

10. Sabine Pass, LA: 1.40 Bcf/d (Sabine Pass Liquefaction) (CP13-552)

APPROVED - NOT UNDER CONSTRUCTION

Canadian

11. Port Hawkesbury, NS: 0.5 Bcf/d (Bear Head LNG)
12. Kitimat, BC: 3.23 Bcf/d (LNG Canada)

As of July 13, 2015

Office of Energy Projects

Freeport LNG Development, L.P.
 Chapter 313 Application to Brazosport ISD
 Cummings Westlake, LLC

TAB 6

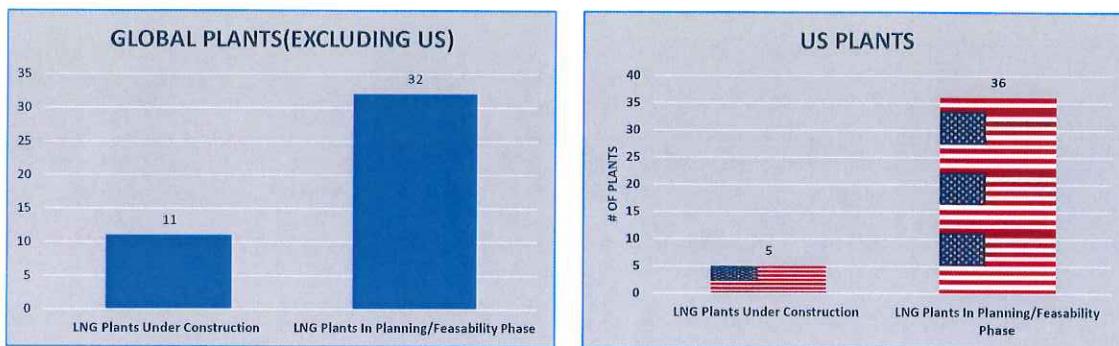
Description of how project is located in more than one district, including list of percentage in each district and, if determined to be a single unified project, documentation from the Office of the Governor (if applicable).

- 1) Brazoria County – 100%
- 2) Velasco Drainage District – 100%
- 3) Port Freeport – 100%
- 4) Brazosport College – 100%
- 5) Brazosport ISD – 100%

TAB TO APPLICATION FOR APPRAISED VALUE LIMITATION ON QUALIFIED PROPERTY BY FREEPORT LNG DEVELOPMENT, L.P. TO BRAZOSPORT ISD

TAB 5 - EXHIBIT C

GLOBAL LNG LIQUEFACTION PROJECT COMPETITION



Freeport LNG Development, L.P.
Chapter 313 Application to Brazosport ISD
Cummings Westlake, LLC

TAB 7

Description of Qualified Investment

Freeport LNG is a proud member of the greater Brazosport industrial community and has safely operated a liquefied natural gas ("LNG") import and regassification terminal on Quintana Island since 2008. In late 2014, Freeport LNG was authorized by the Federal Energy Regulatory Commission ("FERC") to construct additional facilities to be able to liquefy domestic natural gas and export LNG. Freeport LNG has secured the funding and commenced construction on its three-train liquefaction project. The natural gas liquefaction and LNG export facility is anticipated to commence commercial operations in the third quarter of 2018, achieving full, three-train production by the third quarter of 2019.

Due to continuing demand for LNG around the world and the massive abundance of natural gas in the United States, Freeport LNG is now evaluating additional liquefaction production capacity. Freeport LNG is proposing to add a fourth natural gas liquefaction train to the three trains already under construction. This expansion would allow for the production and export of an additional five million tons of LNG per year, increasing the total export capability of all four trains to over 20 million tons of LNG per year.

Similar to Trains 1, 2 and 3, Train 4 will utilize all-electric motors, resulting in negligible incremental emissions. The fourth liquefaction train is proposed to be constructed adjacent to the first three trains on Quintana Island. There are no modifications or expansions planned at the preexisting facilities site near Oyster Creek, Texas. Subject to regulatory approvals, securing financing and achieving commercialization, construction of Train 4 could begin as early as the first quarter of 2017, with the new facilities becoming operational in 2020 at the earliest.

The feed gas for the proposed Train 4 project will be delivered directly to Quintana Island via intrastate pipeline. At the terminal, it will be liquefied and then stored in full-containment LNG storage tanks. LNG will be exported from the terminal by LNG carriers arriving via marine transit through the Freeport Harbor Channel.

The added liquefaction capability will not preclude the terminal from operating in vaporization and send-out mode as business conditions dictate. Also, having dual liquefaction and regassification capabilities will not result in any increase in the number of ship transits since the total amount of LNG handled, either by liquefying natural gas or by vaporizing LNG, will not exceed thresholds authorized under the FERC order approving the Phase II regas project.

A Chapter 313 Value Limitation Agreement is essential to the success of the project and is requested on all of the proposed new improvements and fixed equipment associated with this project as described below.

TAB TO APPLICATION FOR APPRAISED VALUE LIMITATION ON QUALIFIED PROPERTY BY FREEPORT LNG DEVELOPMENT, L.P. TO BRAZOSPORT ISD

TAB TO APPLICATION FOR APPRAISED VALUE LIMITATION ON QUALIFIED PROPERTY BY FREEPORT LNG DEVELOPMENT, L.P. TO BRAZOSPORT ISD

Freeport LNG Development, L.P.
Chapter 313 Application to Brazosport ISD
Cummings Westlake, LLC

The proposed project primarily consists of property classified by Brazoria CAD as real estate improvements including, but not limiting to, three large refrigerant compressors, one main cryogenic heat exchanger, eight refrigerant vaporizers, two liquid turbines, 250+ fin fan air coolers, multiple heat exchangers and tower reboilers, multiple vessels, compressors, various pumps and all associated buildings. Also included, but not limited to, are all of the associated concrete foundations, pipe supports, piping, instrumentation, power feeds, control loops, safety systems, fire water protection, insulation, and utilities necessary to connect the new facilities to the existing terminal and to safely operate the new equipment.

TAB 7

Freeport LNG Development, L.P.
Chapter 313 Application to Brazosport ISD
Cummings Westlake, LLC

Freeport LNG Development, L.P.
Chapter 313 Application to Brazosport ISD
Cummings Westlake, LLC

TAB 8

Description of Qualified Property

Freeport LNG is a proud member of the greater Brazosport industrial community and has safely operated a liquefied natural gas ("LNG") import and regassification terminal on Quintana Island since 2008. In late 2014, Freeport LNG was authorized by the Federal Energy Regulatory Commission ("FERC") to construct additional facilities to be able to liquefy domestic natural gas and export LNG. Freeport LNG has secured the funding and commenced construction on its three-train liquefaction project. The natural gas liquefaction and LNG export facility is anticipated to commence commercial operations in the third quarter of 2018, achieving full, three-train production by the third quarter of 2019.

Due to continuing demand for LNG around the world and the massive abundance of natural gas in the United States, Freeport LNG is now evaluating additional liquefaction production capacity. Freeport LNG is proposing to add a fourth natural gas liquefaction train to the three trains already under construction. This expansion would allow for the production and export of an additional five million tons of LNG per year, increasing the total export capability of all four trains to over 20 million tons of LNG per year.

Similar to Trains 1, 2 and 3, Train 4 will utilize all-electric motors, resulting in negligible incremental emissions. The fourth liquefaction train is proposed to be constructed adjacent to the first three trains on Quintana Island. There are no modifications or expansions planned at the pretreatment facilities site near Oyster Creek, Texas. Subject to regulatory approvals, securing financing and achieving commercialization, construction of Train 4 could begin as early as the first quarter of 2017, with the new facilities becoming operational in 2020 at the earliest.

The feed gas for the proposed Train 4 project will be delivered directly to Quintana Island via intrastate pipeline. At the terminal, it will be liquefied and then stored in full-containment LNG storage tanks. LNG will be exported from the terminal by LNG carriers arriving via marine transit through the Freeport Harbor Channel.

The added liquefaction capability will not preclude the terminal from operating in vaporization and send-out mode as business conditions dictate. Also, having dual liquefaction and regassification capabilities will not result in any increase in the number of ship transits since the total amount of LNG handled, either by liquefying natural gas or by vaporizing LNG, will not exceed thresholds authorized under the FERC order approving the Phase II regas project.

TAB TO APPLICATION FOR APPRAISED VALUE LIMITATION ON QUALIFIED PROPERTY BY FREEPORT LNG DEVELOPMENT, L.P. TO BRAZOSPORT ISD

TAB TO APPLICATION FOR APPRAISED VALUE LIMITATION ON QUALIFIED PROPERTY BY FREEPORT LNG DEVELOPMENT, L.P. TO BRAZOSPORT ISD

A Chapter 313 Value Limitation Agreement is essential to the success of the project and is requested on all of the proposed new improvements and fixed equipment associated with this project as described below.

The proposed project primarily consists of property classified by Brazoria CAD as real estate improvements including, but not limited to, three large refrigerant compressors, one main cryogenic heat exchanger, eight refrigerant vaporizers, two liquid turbines, 250+ fin fan air coolers, multiple heat exchangers and tower reboilers, multiple vessels, compressors, various pumps and all associated buildings. Also included, but not limited to, are all of the associated concrete foundations, pipe supports, piping, instrumentation, power feeds, control loops, safety systems, fire water protection, insulation, and utilities necessary to connect the new facilities to the existing terminal and to safely operate the new equipment.

Freeport LNG Development, L.P.
Chapter 313 Application to Brazosport ISD
Cummings Westlake, LLC

TAB 9

Description of Land

See the attached map which includes the legal descriptions of land delineating Freeport LNG Development, L.P. Reinvestment Zone No. 2, which was established on September 28, 2010, and Freeport LNG Development, L.P. Reinvestment Zone No. 3,

Note: Freeport LNG Development, L.P. Reinvestment Zone No. 2 expires October 27, 2015 and will be renewed prior to CPA certificate. The renewal is anticipated to take place by November 9th, 2015.

TAB TO APPLICATION FOR APPRAISED VALUE LIMITATION ON QUALIFIED PROPERTY BY FREEPORT LNG DEVELOPMENT, L.P. TO BRAZOSPORT ISD

Total Acreage for Freeport LNG Development, L.P. Reinvestment Zones No. 2 and No. 3
As Created by Brazoria County

Total Calculated Existing 42" Pipeline, proposed NGL Line and Proposed Fiber Optic ROW Acreage	
Surel Property	
Surel - 3d	
Surel Tract 135	0.590
Surel Tract 154	0.590
Surel Tract 155 & 163	0.590
Surel Tract 165	0.590
Surel Tract 167	0.590
Surel Tract 168	0.590
Surel Tract 170 & 172	0.590
Surel Tract 173	0.590
Surel Tract 133-135 & 174-180	0.590
Surel Tracts 62, 65, 66, 67	0.590
Total Surel Property Acreage	3.570
Total Pipe Partners Tract	774.679
Meter Station	3.220
Total Freeport LNG Development, L.P. Reinvestment Zone No. 3 Acreage	1,592.36

FREEPORt LNG DEVELOPMENT L.P.
REINVESTMENT ZONE #2

LEGAL DESCRIPTION
FLNG Land, Inc.

August 13, 2008

TRACT 1

Field notes for a 211.70 acre tract of land out of the Stephen F. Austin 1/3 League, Abstract No. 28, Brazoria County, Texas. Said 211.70 acre tract being recorded in Memorandum of Lease agreements between Brazos River Harbor Navigation District of Brazoria County, Texas and FLNG Land, Inc. Said 211.70 acre tract of land being described in the following recorded documents:

Memorandum of Lease between Brazos River Harbor Navigation District of Brazoria County, Texas and FLNG Land, Inc. dated June 30, 2004 Document No. 2004038630 of the Official Records of Brazoria County, Texas

Memorandum of Lease between Brazos River Harbor Navigation District of Brazoria County, Texas and FLNG Land, Inc. dated June 30, 2004 Document No. 2004038631 of the Official Records of Brazoria County, Texas

Memorandum of Lease between Brazos River Harbor Navigation District of Brazoria County, Texas and FLNG Land, Inc. dated June 30, 2004 Document No. 2004038632 of the Official Records of Brazoria County, Texas

Said 211.70 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod found on the northwest right of way line of County Road 723 (30-foot wide) for the east corner of a called 212.913 acre tract of land described by Deed to Brazos River Harbor Navigation District of Brazoria County, Texas, filed for record March 28, 1968 in Volume 1340, Page 97 of the Deed Records of Brazoria County, Texas. Said iron rod being a corner of said 211.70 acre lease tract as described in the aforesaid Memorandum of Lease agreements.

1. THENCE, with the northwest right of way line of County Road 723, same being the Lease Line of said 211.70 acre tract as described in the aforesaid Memorandum of Lease agreements, S 36°10'39" W, a distance of 846.86 feet to an 5/8-inch iron rod with cap stamped "John Mercer" found for the most southerly corner of the herein described tract of land.

2. THENCE, continuing with said Lease Line, N 33°49'26" W, at 1524.01 feet pass a 5/8-inch iron rod with cap stamped "Mustang, LP" set for a witness corner, in all, a total distance of 1574.01 feet to a point on the shoreline of the Gulf Intracoastal Waterway for the west corner of the herein described tract.

3. THENCE, continuing with said Lease Line, same being the shoreline of the Gulf Intracoastal Waterway the following forty courses:

4. N 60°21'17" E, a distance of 40.34 feet;
 5. N 56°28'11" E, a distance of 104.67 feet;
 6. N 53°02'48" E, a distance of 111.40 feet;
 7. N 58°05'7" E, a distance of 131.95 feet;
 8. N 58°44'21" E, a distance of 47.64 feet;
 9. N 53°13'06" E, a distance of 72.39 feet;
 10. N 72°38'26 E, a distance of 41.83 feet;
 11. N 56°20'11" E, a distance of 53.99 feet;
 12. N 75°24'57" E, a distance of 51.04 feet;
 13. N 89°44'23" E, a distance of 34.81 feet;
 14. N 59°46'16" E, a distance of 51.51 feet;
 15. N 57°01'30" E, a distance of 86.74 feet;
 16. N 37°16'17" E, a distance of 36.25 feet;
 17. N 09°04'44" W, a distance of 13.59 feet;
 18. N 45°16'11" E, a distance of 45.79 feet;
 19. N 23°22'10" E, a distance of 83.45 feet;
 20. N 43°14'27" E, a distance of 74.16 feet;
 21. N 53°45'19" E, a distance of 99.60 feet;
 22. N 46°05'26" E, a distance of 130.76 feet;
 23. N 68°39'08" E, a distance of 115.00 feet;
 24. N 50°16'32" E, a distance of 33.15 feet;
 25. N 28°49'35" E, a distance of 78.53 feet;
 26. N 08°52'35" E, a distance of 80.20 feet;
 27. N 51°21'41" W, a distance of 32.85 feet;
 28. N 12°42'49" E, a distance of 19.16 feet;
 29. S 79°44'15" E, a distance of 19.75 feet;
 30. N 20°24'23" E, a distance of 91.06 feet;
 31. N 66°23'33" E, a distance of 51.57 feet;
 32. N 50°32'09" E, a distance of 60.22 feet;
 33. N 11°45'16" E, a distance of 37.06 feet;
 34. N 46°06'17" E, a distance of 137.40 feet;
 35. N 47°49'19" E, a distance of 162.10 feet;
 36. N 31°25'57" E, a distance of 166.42 feet;
 37. N 45°26'22" E, a distance of 143.32 feet;
 38. N 32°19'38" E, a distance of 99.32 feet;
 39. N 14°57'00" E, a distance of 137.40 feet;
 40. N 43°22'58" E, a distance of 150.42 feet;
 41. N 40°25'48" E, a distance of 138.98 feet;
 42. N 46°58'21" E, a distance of 322.68 feet;
 43. N 61°02'09" E, a distance of 69.38 feet;

44. THENCE, continuing with said Lease Line, S 44°54'24" E, at a distance of 50.00 feet pass a 5/8-inch iron rod with cap stamped "Mustang, LP" set for a witness corner, in all, a total distance of 1410.02 feet to an iron rod with cap stamped "Mustang, LP" set.
45. THENCE, continuing with said Lease Line, N 45°05'50" E, at a distance of 150.49 feet pass a 5/8-inch iron rod with cap stamped "RPLS 3808" found at the south corner of a called 3.45 acre tract of land described in a document titled "First Amendment to Ground Lease and Development Agreement" filed for record February 15, 2007 in Document No. 2007009294 of the Official Records of Brazoria County, Texas, in all, a distance of 1812.99 feet to a 1/2-inch iron rod found at the west corner of said 3.45 acre tract.
46. THENCE, continuing with said Lease Line, same being the northeasterly line of said 3.45 acre tract, N 44°54'32" W, at a distance of 495.00 feet pass a 5/8-inch iron rod with cap stamped "RPLS 3808" found at the north corner said 3.45 acre tract, in all, a distance of 1411.38 feet to a 5/8-inch iron rod with cap stamped "Mustang, LP" set.
47. THENCE, continuing with said Lease Line, N 45°06'26" E, a distance of 1039.40 feet to a 5/8-inch iron rod with cap stamped "Mustang, LP" set.
48. THENCE, continuing with said Lease Line, N 44°48'15" W, at a distance of 76.94 feet pass a 5/8-inch iron rod with cap stamped "Mustang, LP" set for a witness corner, in all, a distance of 106.94 feet to a point on the shoreline of the Gulf Intracoastal Waterway.
49. THENCE, continuing with said Lease Line the following seventeen (17) courses:
50. N 66°09'00" E, a distance of 213.74 feet;
 51. N 72°57'30" E, a distance of 161.08 feet;
 52. N 80°21'59" E, a distance of 70.35 feet;
 53. S 86°59'20" E, a distance of 347.90 feet;
 54. N 74°42'06" E, a distance of 19.72 feet;
 55. S 86°00'04" E, a distance of 250.47 feet;
 56. S 69°42'34" E, a distance of 101.72 feet;
 57. S 18°50'12" W, a distance of 674.46 feet;
 58. S 44°53'10" E, a distance of 69.08 feet;
 59. N 45°03'20" E, a distance of 180.17 feet;
 60. S 44°44'24" E, a distance of 111.11 feet;
 61. N 45°05'46" E, a distance of 325.67 feet;
 62. S 44°56'11" E, a distance of 172.17 feet;
 63. N 45°05'50" E, a distance of 187.35 feet;
 64. S 68°57'00" E, a distance of 87.92 feet;
 65. S 37°00'10" E, a distance of 52.09 feet;
 66. S 40°44'21" E, a distance of 90.43 feet to a point on the northwesterly right of way line of Holly Street as recorded on the plat of Quintana Townsite recorded in Volume 2, Page 139 of the Plat Records of Brazoria County, Texas.

67. THENCE, continuing with said Lease Line, same being the northwest right of way line of said Holly Street, S 45°05'50" W, at a distance of 40.00 feet pass a 5/8-inch iron rod with cap stamped "Mustang, LP" set for a witness corner, in all, a total distance of 3,920.43 feet to a 5/8-inch iron rod with cap found on the southwesterly right of way line of Eleventh Street as recorded on the plat of said Quintana Townsite.

68. THENCE, continuing with said Lease Line, same being the southwesterly right of way line of said Eleventh Street, S 44°53'33" E, distance of 283.30 feet to a 5/8-inch iron rod with cap found, said iron rod being on the northwesterly right of way line of Lamar Street as recorded on the plat of said Quintana Townsite.

69. THENCE, continuing with said Lease Line, same being the northwesterly right of way line of Lamar Street, S 45°05'50" W, a distance of 1,971.45 feet to a 5/8-inch iron rod with cap stamped "Mustang, LP" set.

70. THENCE, leaving said right of way line and continuing with said Lease Line, N 44°54'21" W, a distance of 22.02 feet to a 5/8-inch iron rod with cap stamped "Mustang, LP" set on the northwesterly right of way line of aforesaid County Road 723.

71. THENCE, continuing with said Lease Line and with said northwesterly right of way line, S 56°10'39" W, a distance of 337.55 feet to the POINT OF BEGINNING and containing 211.70 acres of land, more or less.

TRACT II

Field notes for a 3.45 acre tract of land out of the Stephen F. Austin 1/3 League, Abstract No. 28, Brazoria County, Texas. Said 3.45 acre tract being that same 3.45 acre tract of land described in a document titled "Fourth Amendment to Ground Lease and Development Agreement" filed for record February 15, 2007 in Document No. 2007002925 of the Official Records of Brazoria County, Texas. Said 3.45 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING for reference at a 5/8-inch iron rod found at the intersection of the northwesterly right of way line of Lamar Street and the southwesterly right of way line of Eleventh Street as recorded on the plat of Quintana Townsite in Volume 2, Page 139 of the Plat Records of Brazoria County, Texas.

THENCE, N 30°44'12" E, a distance of 1934.54 feet to a 1/8-inch iron rod found for the POINT OF BEGINNING, said iron rod being the East corner of said 3.45 acre tract.

THENCE, with the southeasterly line of said 3.45 acre tract, S 45°05'50" W, a distance of 303.50 feet to a 5/8-inch iron rod with cap stamped "RPLS 3808" found for the south corner of said 3.45 acre tract.

THENCE, with the southwesterly line of said 3.45 acre tract, N 44°54'32" W, a distance of 495.00 feet to a 5/8-inch iron rod with cap stamped "Mustang, LP" set for the west corner of said 3.45 acre tract.

THENCE, with the northwesterly line of said 3.45 acre tract, N 45°05'50" E, a distance of 303.50 feet to a 5/8-inch iron rod with cap stamped "RPLS 3808" found for the north corner of said 3.45 acre tract.

TRACT III

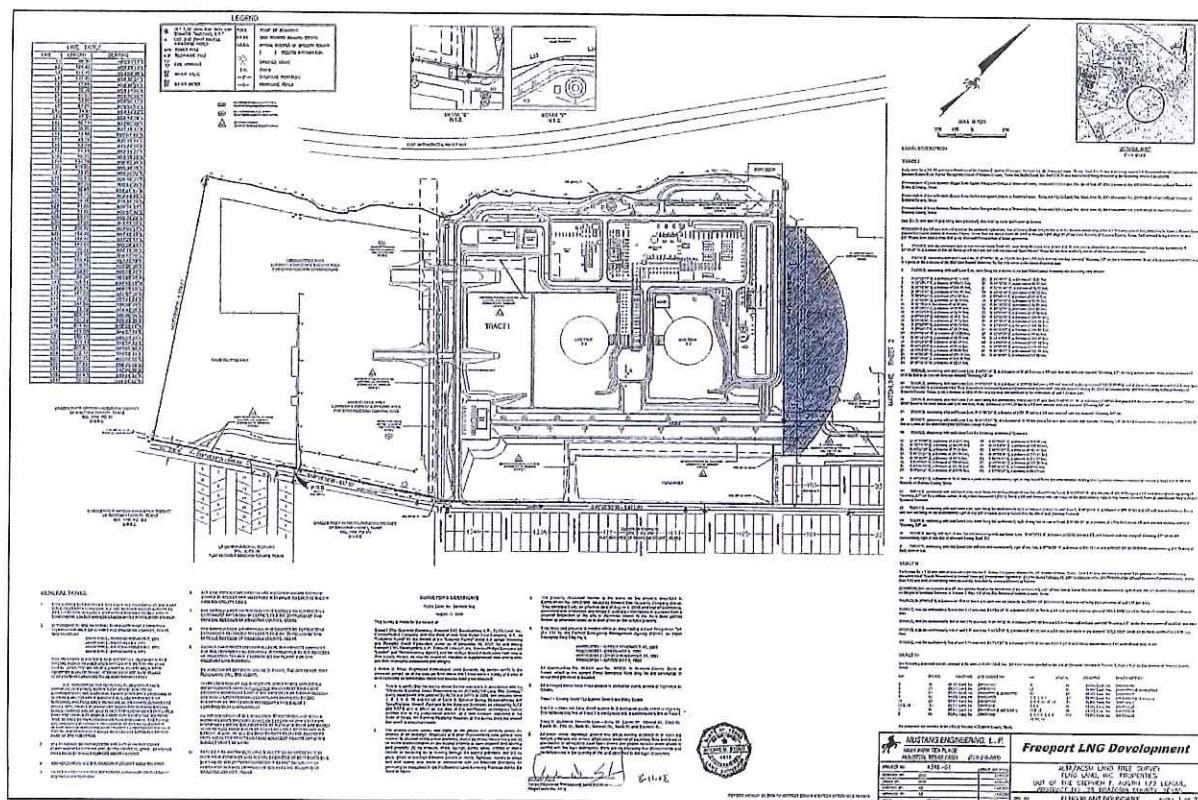
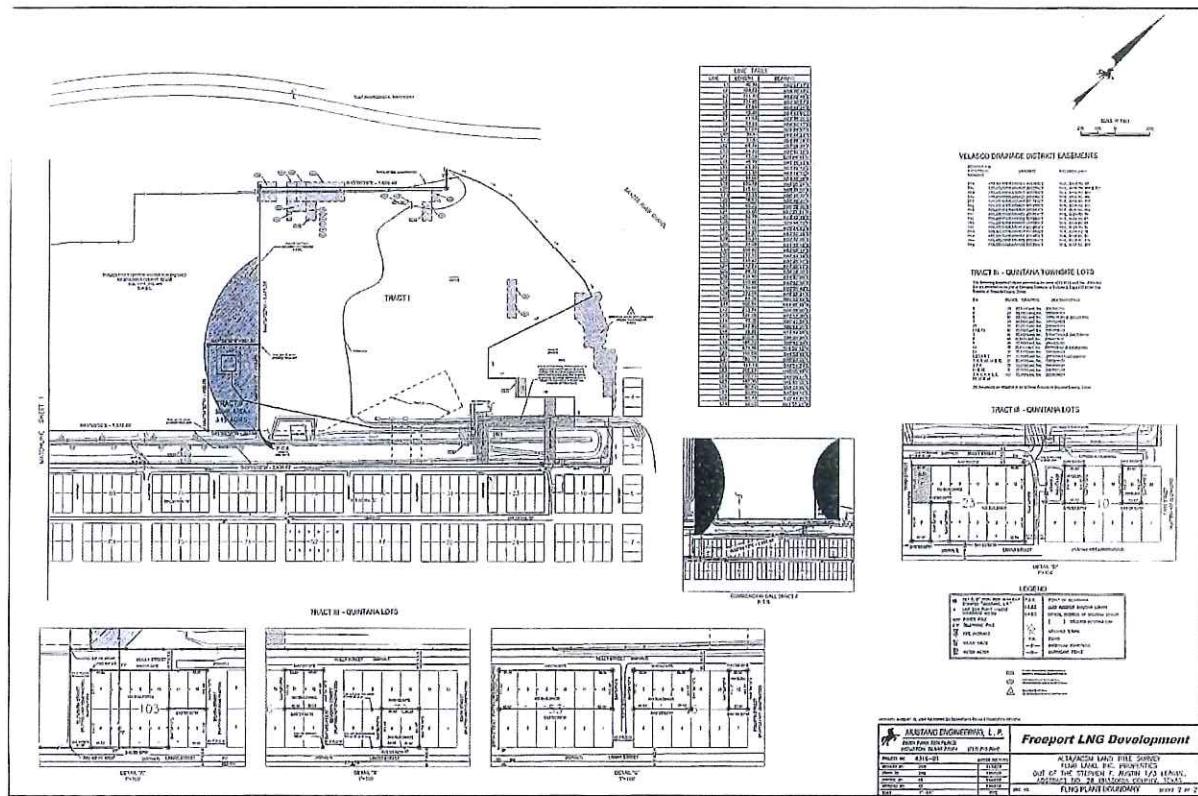
The following described lots are recorded in the name of FLNG Land, Inc. All listed lots are recorded on the plat of Quintana Townsite in Volume 2, Page 139 of the Plat Records of Brazoria County, Texas:

Lot	Block	Grantee	Document No.
8	10	FLNG Land, Inc.	2005015941
6	23	FLNG Land, Inc.	2008010715
8	23	FLNG Land, Inc.	2006039985 & 2006039986
9	23	FLNG Land, Inc.	2006024928
10	23	FLNG Land, Inc.	2006008268
11 & 12	23	FLNG Land, Inc.	2006008273
7	46	FLNG Land, Inc.	2006073414 & 2007056530
8	46	FLNG Land, Inc.	2006073646
9	46	FLNG Land, Inc.	2006070380
12	46	FLNG Land, Inc.	2008029563 & 2008029564
11	10	FLNG Land, Inc.	2007056629
1, 2, 3, 4, 7	23	FLNG Land, Inc.	2007056629 (1/3 interest)
7, 8, 9, 10, 11, 12	53	FLNG Land, Inc.	2007056629
3 & 4	70	FLNG Land, Inc.	2007056629
11 & 12	76	FLNG Land, Inc.	2007047138
3, 4, 5, 6, 7, 8, 9,	103	FLNG Land, Inc.	2007056629
10, 11, 12			

All documents are recorded in the Official Records of Brazoria County, Texas.

This Field Note description is based on an ALTA/ACSM Land Title Survey of even date made by Archie D. Stout, Registered Professional Land Surveyor, Texas Registration No. 4416.


Archie D. Stout
8-13-08
1/20 SURVEYOR
1/20 SURVEYOR



FREERPORT LNG DEVELOPMENT, L.P.
REINVESTMENT ZONE NO. 3
LEGAL DESCRIPTIONS



Douye & Wachtstetter, Inc.
Surveying and Mapping • GPS/GIS

170.051 ACRES
S. F. AUSTIN 1/3 LEAGUE, ABSTRACT 28
J. G. MCNEEL SURVEY, ABSTRACT 355
BRAZORIA COUNTY, TEXAS
PAGE 1 OF 4

170.051 ACRES
S. F. AUSTIN 1/3 LEAGUE, ABSTRACT 28
J. G. MCNEEL SURVEY, ABSTRACT 355
BRAZORIA COUNTY, TEXAS
PAGE 2 OF 4

ALL THAT CERTAIN 170.051 ACRES of land out of a called 212.913 acre tract conveyed to Brazos River Harbor Navigation District of Brazoria County, Texas in Volume 1340, Page 97 of the Brazoria County Deed Records and situated in the Stephen F. Austin 1/3 League, Abstract 28 and J. G. McNeal Survey, Abstract 355, Brazoria County, Texas, and more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone (NAD 83) in which the directions are Lambert grid bearings, and the distances are horizontal surface level lengths as follows:

BEGINNING at a found 5^{1/8}" iron rod in the Northwest right-of-way line of County Road 723 at position X=3145059.84 and Y=13538911.35, same being the South corner of a called 211.70 acre tract recorded in memorandum of lease agreements between Brazos River Harbor Navigation District and FLNG Land, Inc. in County Clerk's Files 04-038650 through 04-038652 of the Brazoria County Official Records from which a found 7/8" iron rod marking the East corner of the aforementioned 212.913 acre tract bears North 56°2'13" East, a distance of \$46.90 feet;

THENCE South 56°08'54" West, coincident with the Northwest right-of-way line of County Road 723, same being the Southeast line of the said 212.913 acre tract, a distance of 4438.83 feet to a found 3¹³4" iron rod for corner marking the East corner of Bryan Beach Subdivision, Section VII, recorded in Volume 10, Page 39 of the Brazoria County Plat Records;

THENCE North 30°05'06" West, coincident with the Southwest line of the said 212.913 acre tract, same being the Northeast line of Bryan Beach Subdivision, Section VII, at 1800.00 feet pass a set 5/8" iron rod and continue to a total distance of 1835.27 feet a point for corner in the top bank of the Intracoastal Waterway;

THENCE along the top bank of the Intracoastal Waterway with the following meanders:

North 61°22'06" East, a distance of 197.22 feet;
North 58°27'34" East, a distance of 95.63 feet;
North 46°09'19" East, a distance of 68.21 feet;
North 71°40'52" East, a distance of 36.36 feet;
North 67°21'32" East, a distance of 92.86 feet;
North 59°05'34" East, a distance of 140.48 feet;
North 10°20'20" East, a distance of 10.93 feet;
North 46°33'45" East, a distance of 109.69 feet;
North 18°44'56" East, a distance of 13.87 feet;
North 63°12'00" East, a distance of 60.27 feet;
North 81°16'59" East, a distance of 61.39 feet;
North 54°47'25" East, a distance of 68.14 feet;
North 88°30'07" East, a distance of 51.07 feet;

131 Commerce Street • Clute, Texas 77531-5601
Phone: 979-265-3622 • Fax: 979-265-9940 • Email: DWSurveyor.com

131 Commerce Street • Clute, Texas 77531-5601
Phone: 979-265-3622 • Fax: 979-265-9940 • Email: DWSurveyor.com

170.051 ACRES
S. F. AUSTIN 1/3 LEAGUE, ABSTRACT 28
J. G. MCNEEL SURVEY, ABSTRACT 335
BRAZORIA COUNTY, TEXAS
PAGE 3 OF 4

North 3⁵¹' 52" West, a distance of 13.92 feet;
North 53°17'25" East, a distance of 33.38 feet;
North 37°45'31" East, a distance of 19.22 feet;
North 51°15'42" East, a distance of 37.01 feet;
North 41°0'24" East, a distance of 45.34 feet;
North 81°26'04" East, a distance of 16.71 feet;
North 58°9'06" East, a distance of 99.40 feet;
North 15°15'50" East, a distance of 24.19 feet;
North 60°18'11" East, a distance of 16.91 feet;
North 29°16'26" East, a distance of 19.20 feet;
North 74°49'14" East, a distance of 39.54 feet;
North 87°27'08" East, a distance of 31.18 feet;
North 70°54'00" East, a distance of 48.13 feet;
North 56°50'00" East, a distance of 35.21 feet;
North 43°44'23" East, a distance of 46.71 feet;
North 11°58'41" East, a distance of 42.00 feet;
North 48°57'09" East, a distance of 14.26 feet;
North 64°53'43" East, a distance of 35.24 feet;
North 59°56'28" East, a distance of 17.97 feet;
North 32°21'20" East, a distance of 18.50 feet;
North 31°11'55" East, a distance of 27.05 feet;
North 85°39'17" East, a distance of 19.32 feet;
North 84°54'07" East, a distance of 37.65 feet;
North 11°02'44" East, a distance of 33.71 feet;
North 52°05'44" East, a distance of 12.74 feet;
South 71°17'41" East, a distance of 11.47 feet;
North 67°19'48" East, a distance of 23.16 feet;
North 3°03'41" West, a distance of 9.52 feet;
North 40°30'22" East, a distance of 9.29 feet;
South 54°52'05" East, a distance of 12.38 feet;
South 34°57'02" East, a distance of 32.24 feet;
North 63°16'20" East, a distance of 22.86 feet;
South 77°45'24" East, a distance of 12.96 feet;
North 38°03'56" East, a distance of 35.11 feet;
North 70°00'50" West, a distance of 28.40 feet;
North 45°16'14" East, a distance of 55.58 feet;
North 48°16'37" East, a distance of 86.12 feet;
North 61°13'49" East, a distance of 74.25 feet;
North 47°56'51" East, a distance of 25.19 feet;

170.051 ACRES
S. F. AUSTIN 1/3 LEAGUE, ABSTRACT 28
J. G. MCNEEL SURVEY, ABSTRACT 335
BRAZORIA COUNTY, TEXAS
PAGE 4 OF 4

North 68°08'51" East, a distance of 46.83 feet;
South 78°39'04" East, a distance of 24.76 feet;
North 63°31'31" East, a distance of 25.59 feet;
North 56°08'18" East, a distance of 36.73 feet;
North 76°54'41" East, a distance of 22.82 feet;
North 36°31'44" East, a distance of 32.74 feet;
South 69°33'24" East, a distance of 10.56 feet;
North 73°06'47" East, a distance of 53.50 feet;
North 45°08'53" East, a distance of 18.62 feet;
North 86°21'54" East, a distance of 45.91 feet;
North 65°08'11" East, a distance of 31.80 feet;
North 83°09'59" East, a distance of 16.58 feet;
North 57°18'14" East, a distance of 31.72 feet;
North 39°41'15" East, a distance of 44.13 feet;
North 66°11'34" East, a distance of 47.91 feet;
and North 77°57'52" East, a distance of 52.10 feet;

THENCE South 33°49'26" East, coincident with the Southwest line of the aforementioned FLNG Land, Inc.
POINT OF BEGINNING, containing 170.051 acres of land, more or less.

Charles D. Wachtsteitter
Registered Professional Land Surveyor
Texas Registration Number 4547
August 23, 2011

COPY

LEGAL DESCRIPTION
Tract D-3
47.45 Acres

STATE OF TEXAS §

COUNTY OF BRAZORIA §

Being 47.45 acres of land out of the Stephen F. Austin Survey, Abstract No. 28, Brazoria County, Texas and being a portion of the Quintana Townsite as recorded in Volume 2, Page 139 of the Plat Records of Brazoria County, Texas and a portion of that certain tract of land described in that Final Judgment between Brazos River Harbor Navigation District and Teresa Lewis Learned, et al., filed for record in Volume 1879, Page 465 of the Deed Records of Brazoria County, Texas, said 47.45 acres includes a portion of that certain 48.4333 acre tract of land described by Agreement for the Assignment of Ground Lease and Related Assets between Monsanto and FOG, Inc., filed for record May 31, 1994 under Clerk's File No. 94 020517 in the Official Records of Brazoria County, Texas and said 47.45 acre tract being more completely described by metes and bounds as follows:

BEGINNING at the most easterly south corner of said 48.4333 acre tract, being the east corner of that certain 14.3011 acre tract of land described by First Amendment to Ground Lease and Definitive Agreement Regarding Port Facilities between Brazos River Harbor Navigation District and Brazoria County, Texas and ExxonMobil Pipeline Company, filed for record June 27, 2000 under Clerk's File No. 00 026963 in the Official Records of Brazoria County, Texas.

THENCE along the most easterly southeast line of said 48.4333 acre tract, N 45°05'50" E, a distance of 770.10 feet to a 5/8" iron rod with cap stamped "John D. Mercer, RPLS #1924" found for the most southerly east corner of said 48.4333 acre tract.

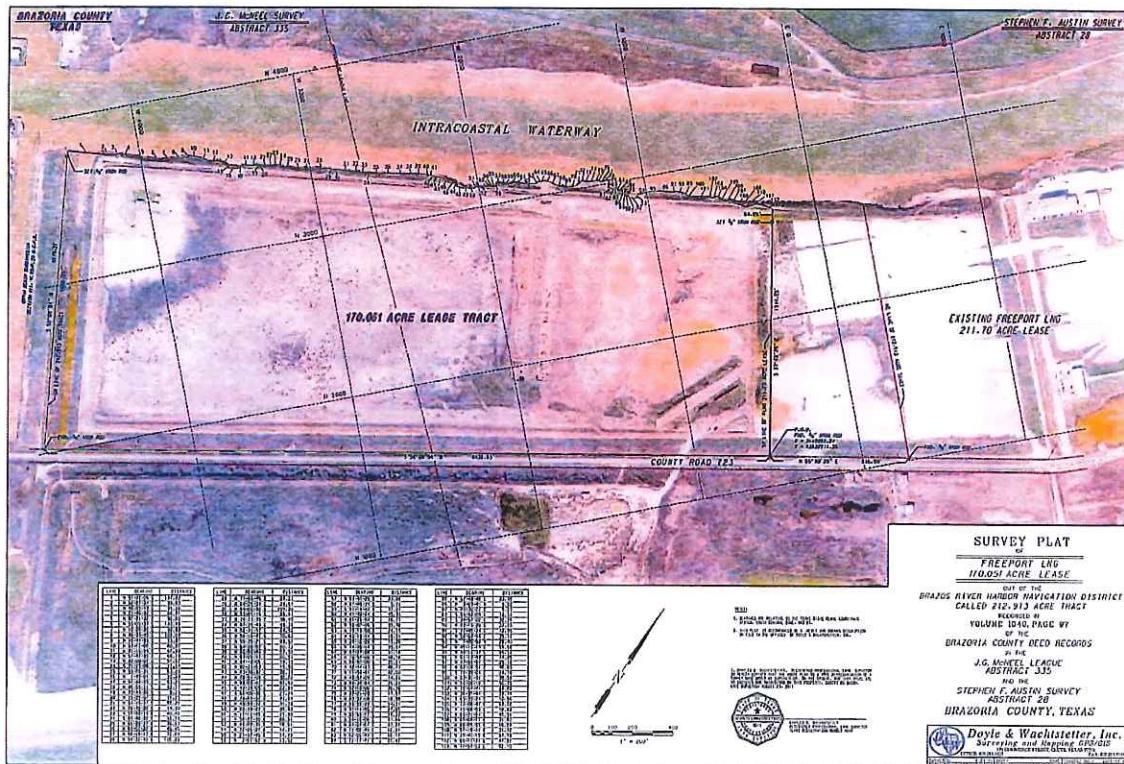
THENCE N 44°54'31" W, a distance of 1,411.38 feet to a 5/8" iron rod with cap stamped "John D. Mercer, RPLS #1924" found on the most easterly northwest line of said 48.4333 acre tract.

THENCE along said northwest line, N 45°05'26" E, a distance of 1,089.40 feet to a 5/8" iron rod with cap stamped "John D. Mercer, RPLS #1924" found for an inferior ell corner of said 48.4333 acre tract.

THENCE N 44°48'15" W, a distance of 76.53 feet to a 5/8" iron rod with cap stamped "John D. Mercer, RPLS #1924" found on the southeast bank of the Gulf Intra-Coastal Waterway for the most northerly corner of the herein described tract.

THENCE along the southeast bank of the Gulf Intra-Coastal Waterway as follows:

S 63°18'57" W, a distance of 88.25 feet;
S 58°10'24" W, a distance of 108.24 feet;
S 48°56'13" W, a distance of 94.98 feet;
S 48°34'12" W, a distance of 77.65 feet;
S 37°39'58" W, a distance of 40.02 feet;
S 64°41'08" W, a distance of 103.68 feet;
S 52°41'13" W, a distance of 116.87 feet;
S 77°42'22" W, a distance of 73.40 feet;
S 46°05'49" W, a distance of 100.87 feet;
S 54°10'02" W, a distance of 37.38 feet;



Tract D - 3
47.45 Acres

S 05°46'22" W, a distance of 39.72 feet;
 S 41°03'49" W, a distance of 52.39 feet;
 S 32°48'20" W, a distance of 147.29 feet;
 S 57°15'45" W, a distance of 104.15 feet;
 N 69°37'48" W, a distance of 98.98 feet;
 S 75°39'43" W, a distance of 30.04 feet;
 S 08°40'49" W, a distance of 40.36 feet;
 S 33°09'45" W, a distance of 137.32 feet;
 S 34°55'41" W, a distance of 70.01 feet;
 S 58°24'48" W, a distance of 63.09 feet;
 N 89°46'55" W, a distance of 93.66 feet;
 S 68°07'45" W, a distance of 31.93 feet;
 S 60°57'55" W, a distance of 29.87 feet;
 S 40°54'55" W, a distance of 35.71 feet;
 S 41°42'45" W, a distance of 82.87 feet;
 S 48°50'16" W, a distance of 30.84 feet;
 S 33°17'49" W, a distance of 27.99 feet;
 S 25°41'35" W, a distance of 27.89 feet;
 S 14°22'27" E, a distance of 19.47 feet;
 S 37°30'25" E, a distance of 64.87 feet;
 S 03°14'21" E, a distance of 45.93 feet;
 S 16°02'02" W, a distance of 51.85 feet;
 S 44°57'65" W, a distance of 51.24 feet;
 S 43°57'14" W, a distance of 76.71 feet;
 S 40°23'53" W, a distance of 59.91 feet;
 S 35°08'21" W, a distance of 108.92 feet;
 S 05°05'05" W, a distance of 104.45 feet;
 S 03°44'44" W, a distance of 68.20 feet;
 S 35°39'21" E, a distance of 76.41 feet;
 S 88°16'10" W, a distance of 116.00 feet;
 S 81°27'15" W, a distance of 52.35 feet;
 N 48°27'15" W, a distance of 42.45 feet;
 N 64°50'55" W, a distance of 60.41 feet;
 N 84°33'42" W, a distance of 69.39 feet;
 S 35°07'42" W, a distance of 105.95 feet;
 S 37°15'45" W, a distance of 87.59 feet;
 S 25°15'21" W, a distance of 53.04 feet;
 S 20°48'55" E, a distance of 114.31 feet;
 S 76°31'29" W, a distance of 64.16 feet;
 N 66°34'25" W, a distance of 28.45 feet; and
 S 60°54'58" W, a distance of 12.78 feet to said tract.

Tract D-3
47.45 Acres

THENCE S 44°54'23" E, passing a 5/8" iron rod with cap stamped "John D. Mercer, RPLS #1924" found at 65.00 feet and continuing a total distance of 270.04 feet to the most westerly south corner of the herein described tract.

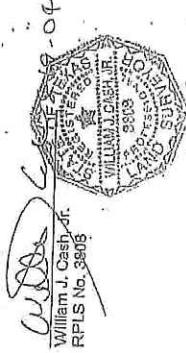
THENCE N. 45°05'01" E, a distance of 628.77 feet to the most westerly north corner of said 14.3011 acre tract.

THENCE S 44°53'45" E, a distance of 509.09 feet an inferior ell corner of said 14.3011 acre tract, being the most westerly south corner of said 48.4333 acre tract.

THENCE N. 45°06'15" E, a distance of 414.46 feet to the most easterly north corner of said 14.3011 acre site, being an inferior ell corner of said 48.4333 acre tract.

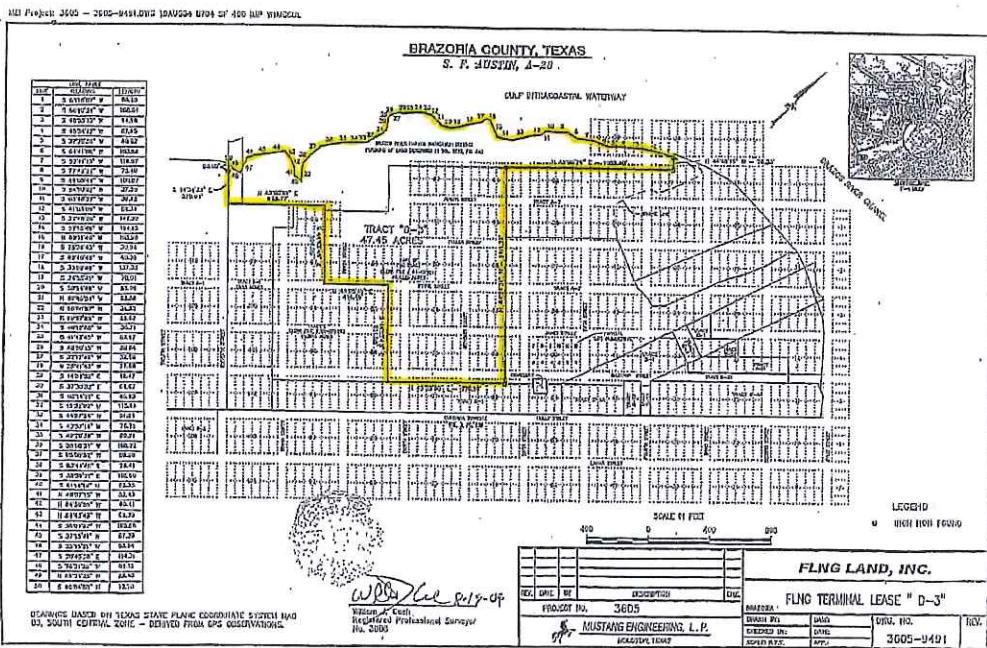
THENCE S 44°53'45" E, a distance of 631.08 feet to the POINT OF BEGINNING and containing 47.45 acres of land, more or less.

Bearings are derived from GPS observations and based on the Texas State Plane Coordinate System, South Central Zone, NAD 83 grid bearings.



S 60°54'58" W., a distance of 12.78 feet to a point for the most westerly corner of the herein described tract.

COPY



Additional Legal Descriptions for Quintana Block 23 (Lots 1-4, 6-12), Quintana
Block 10 (Lots 7-12) and Holly Street and Second Street Crossings

Holly Street Crossing R.O.W.
Approximately 0.1403 acres out of the S.F. Austin Survey, A-28, Brazoria County, Texas, being 61.1 feet in length across Holly Street and 100 feet in width

Quintana Block 23

1. Lot 1 - Approximately 0.1416 acres out of Block 23 out of the S.F. Austin Survey, A-28, Brazoria County, Texas
2. Lot 2 - Approximately 0.1416 acres out of Block 23 out of the S.F. Austin Survey, A-28, Brazoria County, Texas
3. Lot 3 - Approximately 0.1416 acres out of Block 23 out of the S.F. Austin Survey, A-28, Brazoria County, Texas
4. Lot 4 - Approximately 0.1416 acres out of Block 23 out of the S.F. Austin Survey, A-28, Brazoria County, Texas
5. Lot 5 - Approximately 0.1416 acres out of Block 23 out of the S.F. Austin Survey, A-28, Brazoria County, Texas
6. Lot 7 - Approximately 0.1416 acres out of Block 23 out of the S.F. Austin Survey, A-28, Brazoria County, Texas
7. Lot 8 - Approximately 0.1416 acres out of Block 23 out of the S.F. Austin Survey, A-28, Brazoria County, Texas
8. Lot 9 - Approximately 0.1416 acres out of Block 23 out of the S.F. Austin Survey, A-28, Brazoria County, Texas
9. Lot 10 - Approximately 0.1416 acres out of Block 23 out of the S.F. Austin Survey, A-28, Brazoria County, Texas
10. Lots 11-12 - Approximately 0.2831 acres out of Block 23 out of the S.F. Austin Survey, A-28, Brazoria County, Texas

Second Street Crossing R.O.W.
Approximately 0.1403 acres out of the S.F. Austin Survey, A-28, Brazoria County, Texas, being 61.1 feet in length across Second Street and 100 feet in width between Block 23 and Block 10

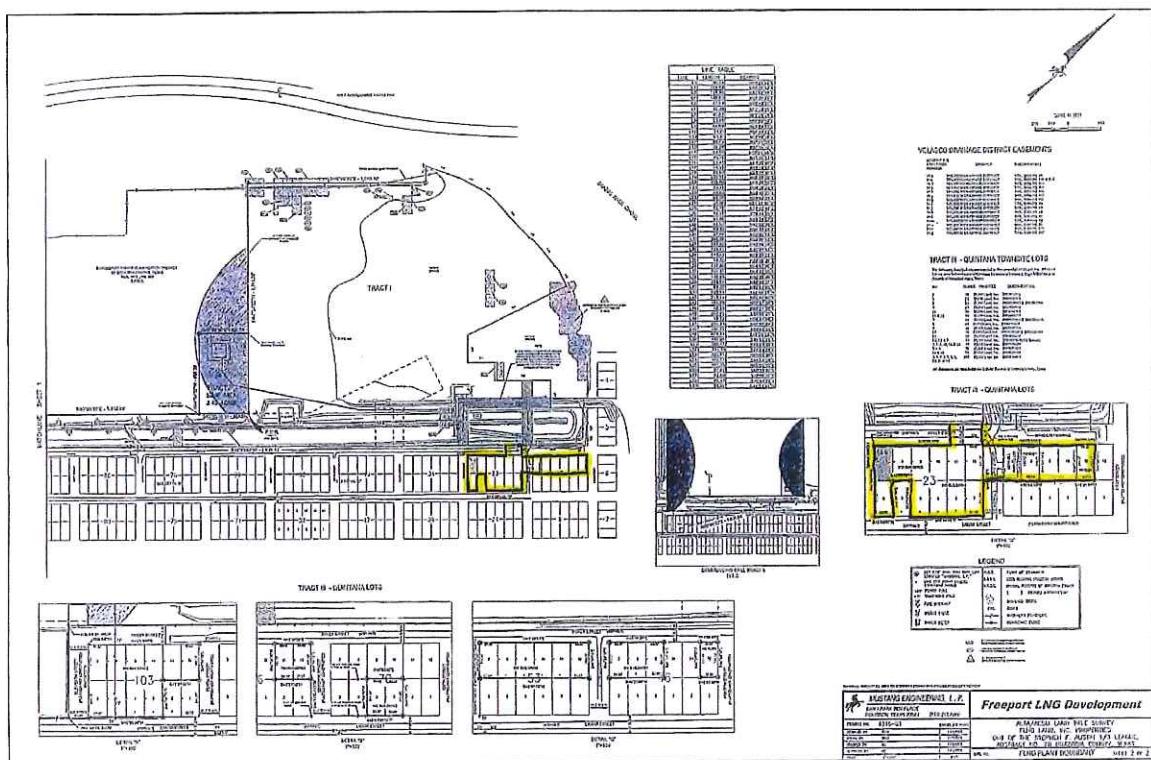
Quintana Block 10

1. Lot 7 - Approximately 0.1416 acres out of Block 10 out of the S.F. Austin Survey, A-28, Brazoria County, Texas
2. Lot 8 - Approximately 0.1416 acres out of Block 10 out of the S.F. Austin Survey, A-28, Brazoria County, Texas
3. Lot 9 - Approximately 0.1416 acres out of Block 10 out of the S.F. Austin Survey, A-28, Brazoria County, Texas
4. Lot 10 - Approximately 0.1416 acres out of Block 10 out of the S.F. Austin Survey, A-28, Brazoria County, Texas
5. Lot 11 - Approximately 0.1416 acres out of Block 10 out of the S.F. Austin Survey, A-28, Brazoria County, Texas
6. Lot 12 - Approximately 0.1416 acres out of Block 10 out of the S.F. Austin Survey, A-28, Brazoria County, Texas

Right of Way Tract Description Index for 42" Pipeline, Proposed NGL Pipeline and Proposed Fiber Optics

Please see the electronic copy of the application for additional individual tract documents and information.

Please see the electronic copy of the application for additional individual tract documents and information.					
Tract No.	Legal Land Description	Approximate Area Description	Approx. ROW Feet	File Name (PDF)	Page No. of file that Legal Land Description and Map are on [electronic files]
2	S.F. Austin Survey, A-2B & A, Mitchell Survey, A-98, Brazoria County, Texas, Exhibit "B"	Land located across State-owned land in Brazoria County, Brazos River/Freeport Harbor Channel (60.6 rods in length), being 50 feet wide on either side of the centerline of the 42" pipeline, being approximately 2.638 acres	1149.00	Tracts 2 and 56	5
3	Part Lot(s) 13A & 14, B.C.I.C. Division 3 Subdivision, A, Mitchell Labor, A-98, Brazoria County, Texas, Exhibit "A"	0.24 acres out of Part Lot(s) 13A & 14, B.C.I.C. Division 3 Subdivision, A, Mitchell Labor, A-98,	239.70	Tract 3	2
5	Part Lot 13, B.C.I.C. Division 3 Subdivision, A, Mitchell Labor, A-98, Brazoria County, Texas, Exhibit "A"	A 0.21 acre permanent Easement Parcel out of the Mitchell Labor, Abstract: 98, Brazoria County, Texas and being Lot 13 of the B.C.I.C. Subdivision, Division 3	297.99	Tract 5	2
6	Lot 22, B.C.I.C. Division 3 Subdivision, A, Mitchell Labor, A-98, Brazoria County, Texas, Exhibit "A"	A 0.48 permanent Easement Parcel and a 0.41 acre temporary easement out of Lot 22, B.C.I.C. Division 3 Subdivision, A, Mitchell Labor, A-98	655.59	Tract 6	2
6R	A. Mitchell Survey, A-98, Brazoria County, Texas, Exhibit "A"	Across defined roadway in Village of Surfside Beach (Thunder Road), being 25 feet on either side of the centerline of the 42" pipeline, being approximately 0.127 acres	110.88	Tracts 6R, 6, 5R, 7R, 10R	2,3
6.5R	A. Mitchell Survey, A-98, Brazoria County, Texas, Exhibit "A"	Across defined roadway in Village of Surfside Beach (Coast Guard Road), being 25 feet on either side of the centerline, being approximately 0.051 acres	44.305	Tracts 6R, 6, 5R, 7R, 10R	4
7	Lot 12, B.C.I.C. Division 3 Subdivision, A, Mitchell Labor, A-98, Brazoria County, Texas, Exhibit "A"	A 0.66 acre permanent Easement Parcel and a 0.82 acre temporary easement parcel out of the 5.00 acre parent tract [Lot 12]	713.63	Tract 7	2
7R	A. Mitchell Survey, A-98, Brazoria County, Texas, Exhibit "A"	Across defined roadway in Village of Surfside Beach (Unnamed road), being 25 feet on either side of the centerline of the 42" pipeline, being approximately 0.034 acres	30.03	Tracts 6R, 6, 5R, 7R, 10R	5
8	Lot 1, B.C.I.C. Division 3 Subdivision, A, Mitchell Labor, A-98, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 0.64 acre tract or parcel of land and a 1.39 acre temporary easement parcel of land out of the A. Mitchell Labor, Abstract 98, Lot 1, Brazoria County, Texas	745.58	Tract 8	2
9	Lot 12, B.C.I.C. Division 2 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 0.06 acre tract or parcel of land and a 0.070 acre temporary easement parcel of land out of the F.J. Calvit League, Abstract 51, Lot 12, Brazoria County, Texas	90.87	Tract 9	2
10	Lot 11, B.C.I.C. Division 2 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 0.22 acre tract or parcel of land out of the F.J. Calvit League, Abstract 51, Lot 11, Brazoria County, Texas	321.49	Tract 10	3
10R	A. Mitchell Survey, A-98 & F.J. Calvit Survey, A-51, Brazoria County, Texas, Exhibit "A"	Across defined roadway in Village of Surfside Beach (Canal St.), being 25 feet on either side of the centerline of the 42" pipeline, being approximately 0.047 acres	40.59	Tracts 6R, 6, 5R, 7R, 10R	7
11	A. Mitchell Survey, A-98 & F.J. Calvit Survey, A-51, Brazoria County, Texas, Exhibit "B"	Across the Intercoastal Waterway (Total Length: 810.54' = 49.12 Rods) (Permanent Easement: 0.558 acres)	810.54	Tract 11 - Intercoastal Waterway Crossing	2
12	Lots 8, 9, 10, 11 & 12, B.C.I.C. Division 4 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A tract or parcel of land (Permanent Easement: 1.38 acres, Temporary Easement: 0.270) out of Lots 8, 9, 10, 11, & 12, B.C.I.C. Division 4 Subdivision, F.J. Calvit League, Brazoria County Texas	2000.03	Tract 12	3
15	Lot 18, B.C.I.C. Division 4 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 0.41 acre tract or parcel of land on a 0.60 acre temporary easement parcel of land out of Lot 18, B.C.I.C. Division 4 Subdivision, F.J. Calvit League, A-51	406.31	Tract 15	2
16	Lot A, B.C.I.C. Division 4 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 0.42 acre tract or parcel of land and a 0.83 acre temporary easement parcel of land out of Lot A, B.C.I.C. Division 4 Subdivision, F.J. Calvit League, A-51	456.51	Tract 16	2

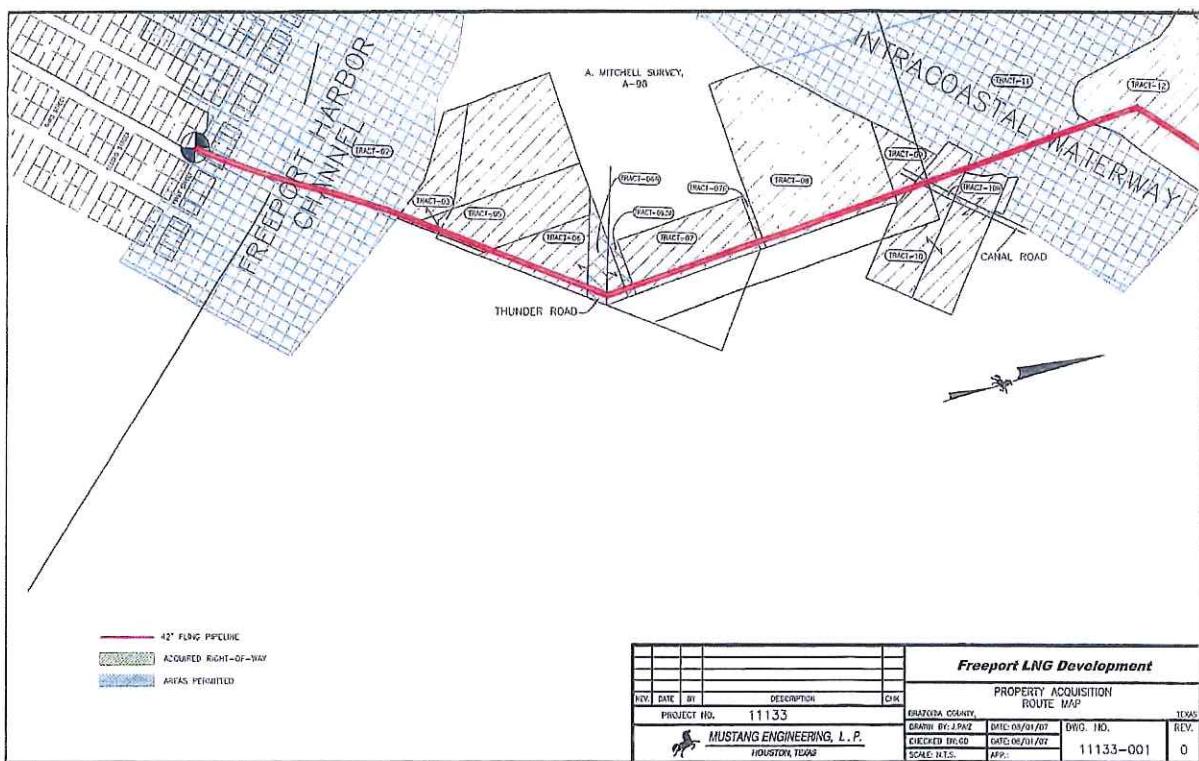
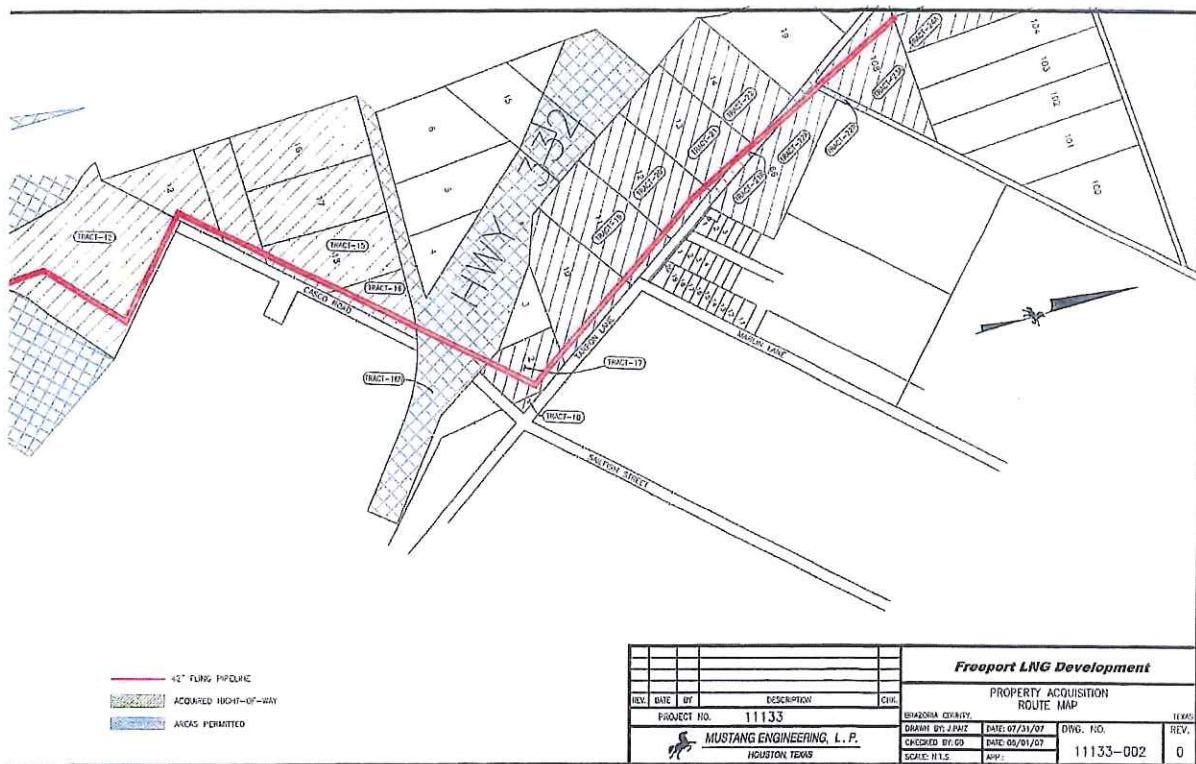


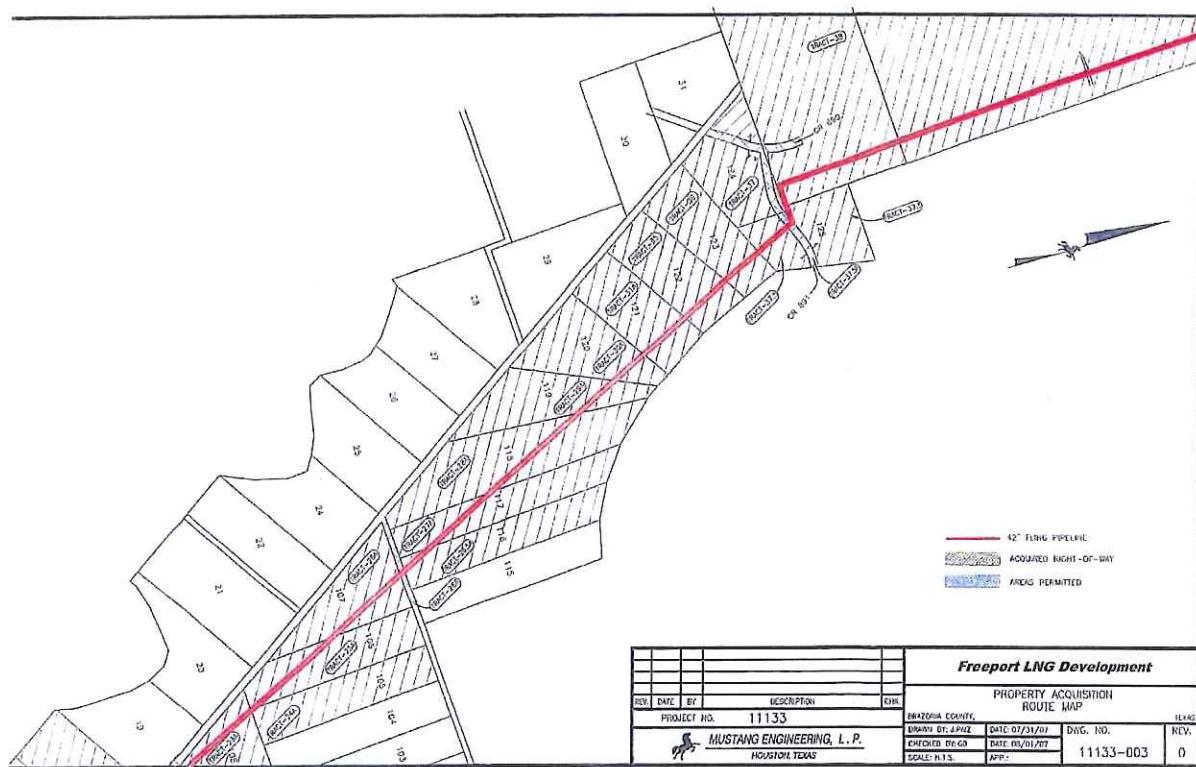
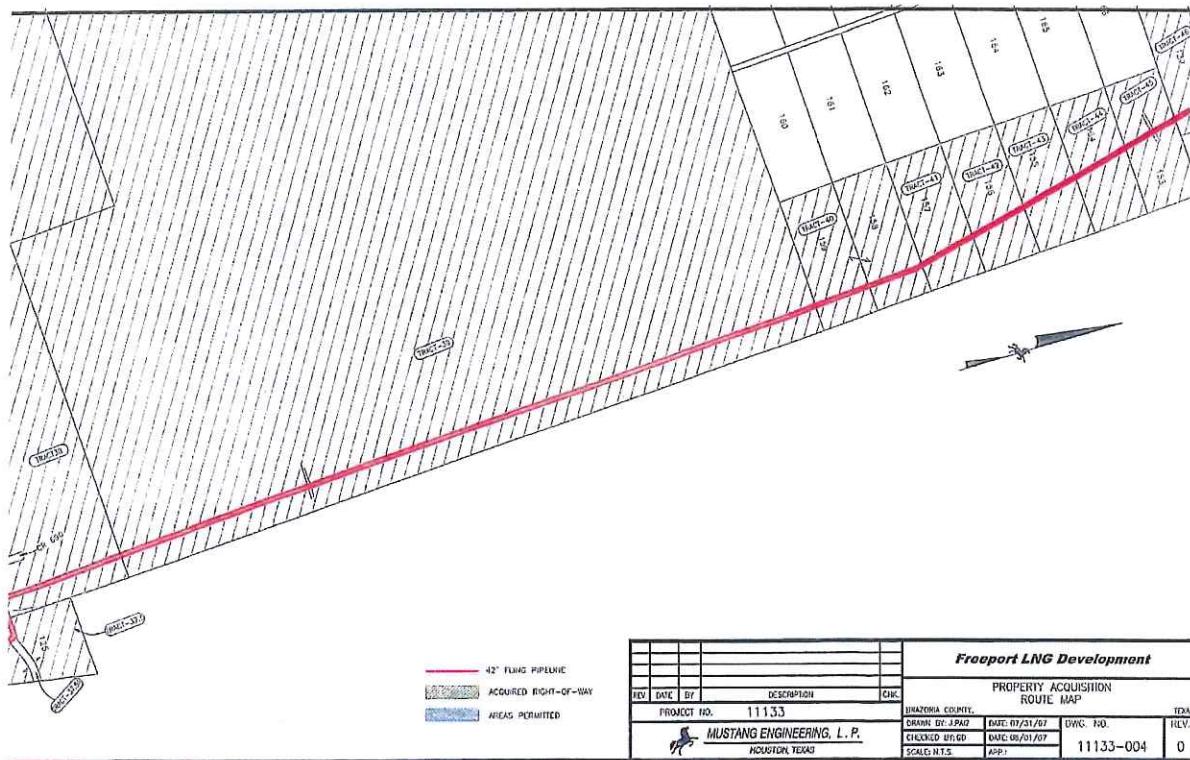
31a	Lot 121, B.C.I.C. Division B Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	0.34 acres out of lot 121, B.C.I.C. Division B Subdivision, F.J. Calvit League, A-51	294.43	Tract 31A	2
35	Lot 122, B.C.I.C. Division B Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 0.34 acre tract or parcel of land out of Lot 122, out of the F.J. Calvit League, Abstract 51, Brazoria County, Texas	292.37	Tract 35	2
36	Lot 123, B.C.I.C. Division B Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	5.00 acres, owned by FNG, being Lot 123, B.C.I.C. Division B Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas	234.30	Tract 36	6
37	Lot 124, B.C.I.C. Division B Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A" A-2*	0.00 acres of permanent easement and a 0.39 acre temporary easement parcel out of Lot 124, B.C.I.C. Division B Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas	0.00	Tracts 37, 41, 43, 45, 47, 52	4
37.5	Lot 125, B.C.I.C. Division B Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, "Exhibit A"	0.51 acres and a 0.070 acre temporary easement parcel of land out of lot 125, B.C.I.C. Division B Subdivision, F.J. Calvit League, A-51	338.19	Tracts 37.5, 38	2
37.5B	F.J. Calvit Survey, A-51, Brazoria County, Texas	Land under, over or along a certain County Road (Co. Rd. 891, Brazoria County), being approximately 0.048 acres - Approx. ROW feet = 42,075*, Approx. width = 25 feet on either side of the centerline of the 42" pipeline	42.075	Tracts 21B, 22B, 26R, 37.5B, 52R, 57R	5
38	105.52 Acres, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 0.91 acre tract or parcel of land and a 1.00 acre temporary easement parcel of land out of the F.J. Calvit League, Abstract Number 51, Brazoria County, Texas	793.52	Tracts 37.5, 38	3
39	346.809 acres, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 4.53 acre tract of land and a 11.50 acre temporary easement parcel of land out of 346.809 acres, F.J. Calvit League, A-51, Brazoria County, Texas	3946.00	Tract 39	2
40	Lots 158 & 159, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A" - 1	A 0.70 acre tract and a 0.99 acre temporary easement parcel of land out of a part of 102.5 acres, more or less, being tracts 126, 140, 154, 156, and 159, Brazos Coast Investment Company Subdivision #9 out of the F.J. Calvit League, Abstract 51, Brazoria County, Texas	614.12	Tracts 40, 42, 44, 49 55	2
41	Lot 157, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A" - 1	A 0.36 acre tract and a 0.54 acre temporary easement parcel of land out of Lot 157, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51	312.24	Tracts 37, 41, 43, 45, 47, 52	5
42	Lot 156, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A" - 2	A 0.36 acre tract and a 0.50 acre temporary easement parcel of land out of a part of 102.5 acres, more or less, being tracts 126, 140, 154, 156, and 159, Brazos Coast Investment Company Subdivision #9 out of the F.J. Calvit League, Abstract 51, Brazoria County, Texas	312.24	Tracts 40, 42, 44, 49 55	3
43	Lot 155, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A" - 4	A 0.36 acres and a 0.54 acre temporary easement parcel of land out of lot 155, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51	312.24	Tracts 37, 41, 43, 45, 47, 52	6
44	Lot 154, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A" - 3	A 0.36 acre tract and a 0.72 acre temporary easement parcel of land out of a part of 102.5 acres, more or less, being tracts 126, 140, 154, 156, and 159, Brazos Coast Investment Company Subdivision #9 out of the F.J. Calvit League, Abstract 51, Brazoria County, Texas	312.24	Tracts 40, 42, 44, 49 55	4
45	Lot 153, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A" - 5*	A 0.38 acres and a 0.54 acre temporary easement parcel of land out of Lot 153, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51	313.73	Tracts 37, 41, 43, 45, 47, 52	7
46	Lot 137, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 0.31 acres and a 0.46 acre temporary easement parcel of land out of Lot 137, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51 (5.00 acres)	268.54	Tract 46	4
47	Lot 138, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A" - 6*	A 0.31 acres and a 0.46 acre temporary easement parcel of land out of Lot 138, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51	267.82	Tracts 37, 41, 43, 45, 47, 52	6
48	Lot 139, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 0.31 acres and a 0.46 acre temporary easement parcel of land out of Lot 139, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51 (5.00 acres)	267.41	Tract 48	4
49	Lot 140, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A" - 4	A 0.31 acre and a 0.61 acre temporary easement parcel of land out of a part of 102.5 acres, more or less, being tracts 126, 140, 154, 156, and 159, Brazos Coast Investment Company Subdivision #9 out of the F.J. Calvit League, Abstract 51, Brazoria County, Texas	267.41	Tracts 40, 42, 44, 49 55	5
50	Lot 141, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 0.31 acre temporary tract or parcel of land and a 0.46 acre temporary easement parcel of land out of Lot 141, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51 (16.21 rods in length)	267.41	Tracts 21, 50, 67	7

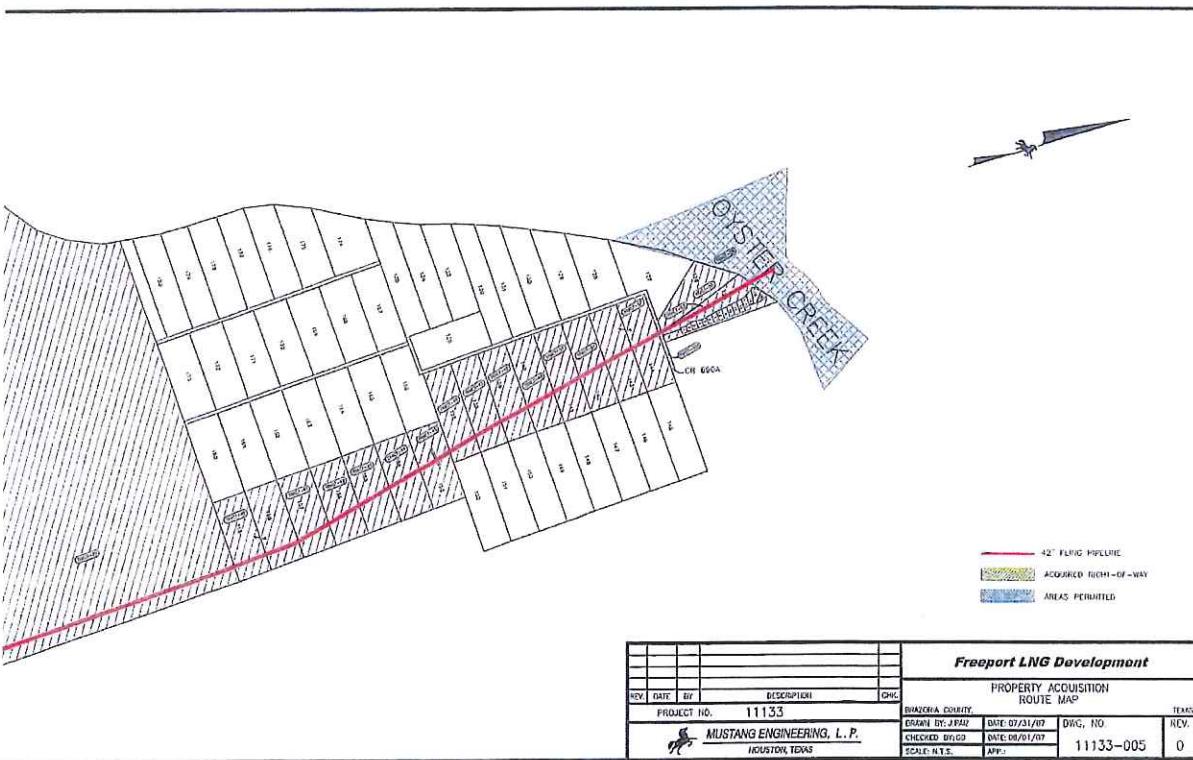
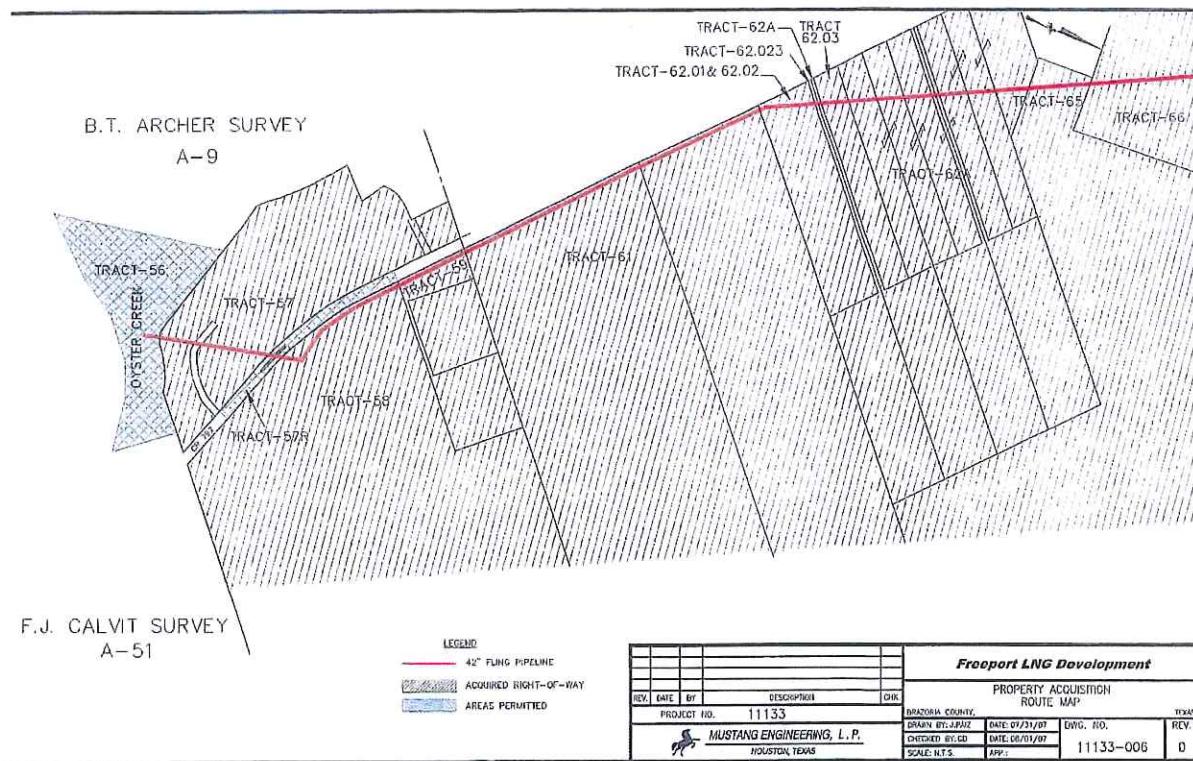
16B	F.J. Calvit Survey, A-51, Brazoria County, Texas,	The pipeline(s) is installed by conventional lay under the ground under the asphalt feeder roads servicing SH 332, within the TX DOT right of way, approximately 1060 feet northwest of where the SH 332 bridge begins to cross the Intracoastal Waterway. The approximate distance of the easement is 442 feet and the described width is 25 feet on either side of the centerline of the 42" pipeline, being 0.507 acres.	442.00	Tract 16B	2
17	Lot 2, B.C.I.C. Division 7 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 0.57 acre tract or parcel of land and a 1.24 acre temporary easement parcel out of Lot 2, B.C.I.C. Division 7 Subdivision, F.J. Calvit League, A-51	491.28	Tract 17	2
18	Same as tract 19	Same as Tract 19	0.00	Tract 19	Same as Tract 19
19	Lots 10 & 11, B.C.I.C. Division 7 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 0.79 acre tract or parcel of land and a 0.70 acre temporary easement parcel of land out of Lots 10 and 11 of the Brazos Coast Investment Company, Division 7 Subdivision of the F.J. Calvit League, Abstract Number 51	847.54	Tract 19	2
20	Lot 12, B.C.I.C. Division 7 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 0.33 acre tract or parcel of land and a 0.56 acre temporary easement parcel of land out of Lot 12, B.C.I.C. Division 7 Subdivision, F.J. Calvit League, A-51, (5.00 acres)	331.15	Tract 20	4
21	Lot 13, B.C.I.C. Division 7 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 0.33 acre easement tract or parcel of land out of Lot 13, B.C.I.C. Division 7 Subdivision, F.J. Calvit League, A-51 (14.95 rods in length)	246.81	Tracts 21, 50, 67	6
21B	A. Mitchell Survey, A-50, Brazoria County, Texas	Land under, over or along a certain County Road (Unmarked road), Brazoria County, being approximately 0.037 acres - Approx. ROW feet = 32,34*, Approx. width = 25 feet on either side of the centerline of the 42" pipeline	356.24	Tracts 21B, 22B, 26R, 37.5R, 52R, 57R	2
22	Lot 14, B.C.I.C. Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 0.419 acre tract or parcel of land out of Lot 14 of the Brazos Coast Investment Company Division 7 Subdivision of the F.J. Calvit League, Abstract Number 51	0.00	Tract 22	2
22a	Lot 66, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas,	A 0.31 acre tract or parcel of Lot 66, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, (10.00 acres)	182.35	Tract 22A	5
22B	F.J. Calvit Survey, A-51, Brazoria County, Texas	Land under, over or along a certain County Road (Unmarked road), Brazoria County, being approximately 0.037 acres - Approx. ROW feet = 32,34*, Approx. width = 25 feet on either side of the centerline of the 42" pipeline	32.34	Tracts 21H, 22H, 26R, 37.5R, 52R, 57R	3
23a	Lot 109, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	0.60 acres out of Lot 109, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51	521.07	Tract 23A	2
24a	Lot 105, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	0.63 acres out of Lot 105, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51	18.37	Tract 24A	2
25a	Lot 106, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, "Exhibit A"	5.00 acres, owned by FNG, being Lot 106, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51 (5.00 acres), Brazoria County, Texas	566.78	Tract 25A	4
26a	Lot 107, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	5.00 acres, owned by FNG, being Lot 107, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, (5.00 acres), Brazoria County, Texas	498.17	Tract 26A	4
26B	F.J. Calvit Survey, A-51, Brazoria County, Texas, Brazoria County, Texas	Land under, over or along a certain County Road, being approximately 0.036 acres (Unmarked road), Brazoria County - Approx. ROW feet = 31,35*, Approx. width = 25 feet on either side of the centerline of the 42" pipeline	31.35	Tracts 21H, 22R, 26R, 37.5R, 52R, 57R	4
26.5a	Lot 116, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	0.22 acres out of Lot 116, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51	187.32	Tract 26.5A	2
27a	Lot 117, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	5.00 acres, owned by FNG, being Lot 117, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51 (5.00 acres)	437.37	Tract 27A	4
28a	Lot 118, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	0.72 acres out of Lot 118, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51	627.18	Tract 28A	2
29a	Lot 119, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	0.30 acres out of Lot 119, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51	260.91	Tract 29A	2
30a	Lot 120, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	0.24 acres out of Lot 120, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51	208.97	Tract 30A	2

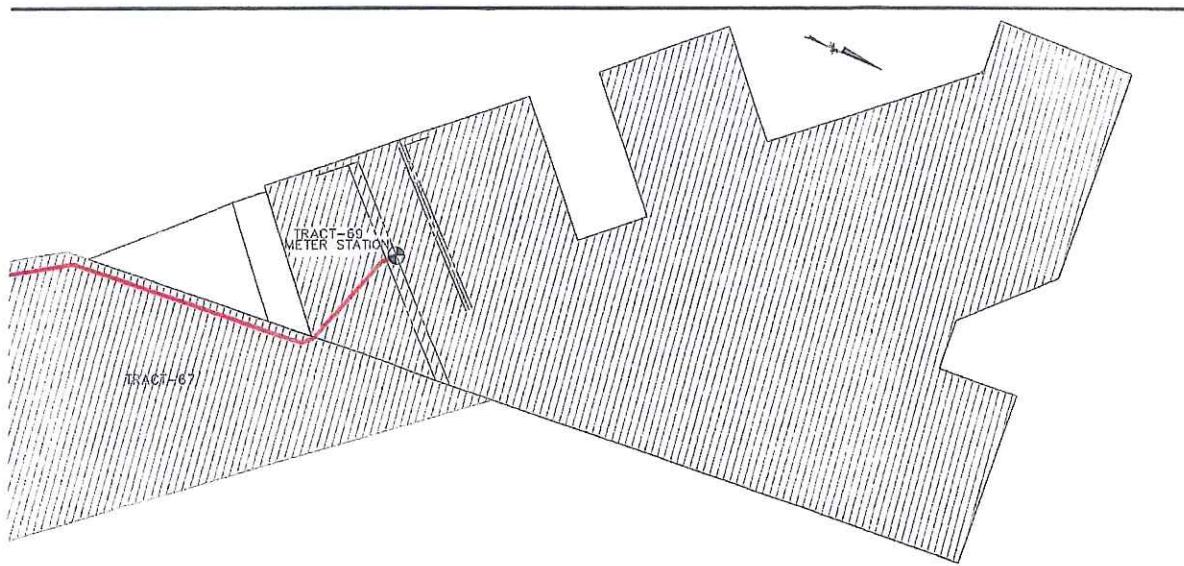
67	Jared E. Groce 5 Leagues Grant, A-66, Brazoria County, Texas, Exhibit "A", approximately 20.55 acres out of a 5,782.72 acre tract	(1) Approximately 542.7 rods, being 8,950.63 feet in length and 50 feet in width on either side of the centerline of the existing 42" pipeline, being approximately 20.55 acres or a 5,782.72 acre tract or parcel of land out of the Jared E. Groce 5 Leagues Grant, A-66, Brazoria County, Texas (owned by Dow Chemical Company); and (2) Approximately 500 feet in length and 100 feet in width, being approximately 1.15 acres or a 5,782.72 acre tract or parcel of land out of the Jared E. Groce 5 Leagues Grant Survey, A-66, Brazoria County, Texas (owned by Dow Chemical Company), for the NGL line split-off to Ineos	8950.63 + 500 = 9450.63	Tracts 21, 50, 67	3,4,5
68	J. E. Groce 5 Leagues Grant, A-66, Brazoria County, Texas, Exhibit "A"	A 0.02 acre tract parcel of land and a 0.02 acre temporary easement parcel of land out of the J.C. Groce 5 Leagues Grant Survey, Abstract 66, Brazoria County, Texas	20.09	Tract 68	2
69	Jared E. Groce 5 League, A-66, Brazoria County, Texas, approximately 1.63 acres	(1) Approximately 1.81 acres and a 0.18 acre temporary easement parcel of land out of a 474.77 acre tract out of the Jared E. Groce 5 League Survey, A-66, Brazoria County, Texas; and (2) Approximately 2,600 feet in length and 100 feet in width, being approximately 5.07 acres out of a 474.77 acre tract out of the Jared E. Groce 5 League Survey A-66, Brazoria County, Texas, for the NGL line split off to Ineos	1058.54 + 2600 = 3658.94	Tract 69	3

51	Lot 142, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 0.37 acre tract of land, a 0.27 acre tract of land and a 0.61 acre temporary easement parcel of land out of Lot 242, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51.	267.41	Tract 51	2
52	Lot 143 & 144, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A-1"	0.61 acres and a 0.29 acre temporary easement parcel of land out of Lot 143 & 144, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51	898.15	Tracts 37, 41, 43, 45, 47, 52	3
52R	F.J. Calvit Survey, A-51 & B.T. Archer Survey, A-9, Brazoria County, Texas	Land under, over or along a certain County Road (Co. Rd. 6904 - Galley Way Rd., Brazoria County), being approximately 0.075 acres - Approx. ROW feet = 65.01'; Approx. width = 25 feet on either side of the centerline of the 42" pipeline	65.01	Tracts 21R, 22R, 26R, 37.5R, 52R, 57R	6
53	Lot 125, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	0.63 acres out of Lot 125, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51	898.10	Tract 53	2
55	Lot 126, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"- 5	0.02 acres out of a part of 102.5 acres, more or less, being tracts 126, 140, 154, 156, and 159, Brazos Coast Investment Company Subdivision #9 out of the F.J. Calvit League, Abstract 51, Brazoria County, Texas	0.00	Tracts 40, 42, 44, 49 55	6
56	F.J. Calvit Survey, A-51 & B.T. Archer Survey, A-9, Brazoria County, Texas, Exhibit "B"	Land located across State-owned land in Brazoria County: Oyster Creek (20.04 rods in length), East Union Slough (1.5 rods in length), being 50 feet wide on either side of the centerline of the 42" pipeline, being approximately 0.911 acres	306.66	Tracts 2 and 56	6,7
57	Lot 1C1, B.T. Archer League, A-9, Brazoria County, Texas, Exhibit "A"	0.03 acres out of lot 1C1, B.T. Archer League, A-9, Brazoria County, Texas (or 62.5637 acre tract of land)	989.23	Tract 57	2
57R	B.T. Archer Survey, A-9, Brazoria County, Texas	Land under, over or along a certain County Road (Unnamed Road and Co. Rd. 792, Brazoria County), being approximately 0.139 acres - Approx. ROW feet = 120.945'; Approx. width = 25 feet on either side of the centerline of the 42" pipeline	120.95	Tracts 21R, 22R, 26R, 37.5R, 52R, 57R	7,8
58	Lots 1C, 1C2, 1C3, 1C4, 1C5, 1C6, 1C7 & 1C8, B.T. Archer League, A-9, Brazoria County, Texas, Exhibit "A"	1.39 acres and a 1.64 acre temporary easement parcel of land out of Lots 1C, 1C2, 1C3, 1C4, 1C5, 1C6, 1C7 & 1C8, B.T. Archer League, A-9 Brazoria County, Texas (a 504.445 tract of land)	1306.46	Tract 58	2,3
59	B.T. Archer League, A-9, Brazoria County, Texas, Exhibit "A"	A 0.60 acre tract or parcel of land and a 0.53 acre temporary easement parcel of land out of the B.T. Archer League, Abstract 9, Brazoria County, Texas	658.00	Tract 59	2
61	John W. Lightfoot Survey, A-316, Brazoria County, Texas, Exhibit "A"	A strip of land (2.69 acre tract of land) and a 4.04 acre temporary easement parcel of land out of Tract 2 and Tract 3, being 500 acres, more or less, out of the John Lightfoot Survey, Abstract No. 316, Brazoria County, Texas	2931.72	Tract 61	2,3
62.01 and 62.02	John W. Lightfoot Survey, A-316, Brazoria County, Texas, Exhibit "A"	A 0.46 acre tract or parcel of land and a 0.54 acre temporary easement parcel of land out of the John W. Lightfoot Survey, Abstract 316, Brazoria County, Texas	496.71	Tract 62.01, 62.02	2,3
62.023	John W. Lightfoot Survey, A-316, Brazoria County, Texas, Exhibit "A"	A 0.03 acre tract or parcel of land and a 0.02 acre temporary easement parcel of land out of the John W. Lightfoot Survey, Abstract 316, Brazoria County, Texas	29.66	Tract 62.023	2
62a	John W. Lightfoot Survey, A-316, Brazoria County, Texas, Exhibit "A"	A forty (40) foot wide strip of land (approx. 1.50 acres) and a 2.00 acre temporary easement parcel of land across a certain 206.67 acre tract or parcel of land out of the John W. Lightfoot Survey, Abstract 316, Brazoria County, Texas	1610.92	Tract 62a	2,3
62.03	John W. Lightfoot Survey, A-316, Brazoria County, Texas, Exhibit "A"	A forty (40) foot wide strip of land (approx. 0.23 acres) and a 0.20 acre temporary easement parcel of land across a certain called 11.004 acre tract or parcel of land out of the John W. Lightfoot Survey, Abstract 316, Brazoria County, Texas	248.01	Tract 62.03	2
65	John W. Lightfoot Survey, A-316, Brazoria County, Texas, Exhibit "A"	A 0.50 acre tract or parcel of land and a 0.44 acre temporary easement parcel of land out of the John W. Lightfoot Survey, Abstract 316, Brazoria County, Texas	545.36	Tract 65	2
66	Lot 1D, Jared E. Groce 5 Leagues Grant, A-66, Brazoria County, Texas, Exhibit "A"	A 1.02 acre tract and a 0.89 acre temporary easement parcel of land out of Lot 1D, Jared E. Groce 5 Leagues Grant, A-66, Brazoria County, Texas (45.00 acres)	1112.26	Tract 66	2

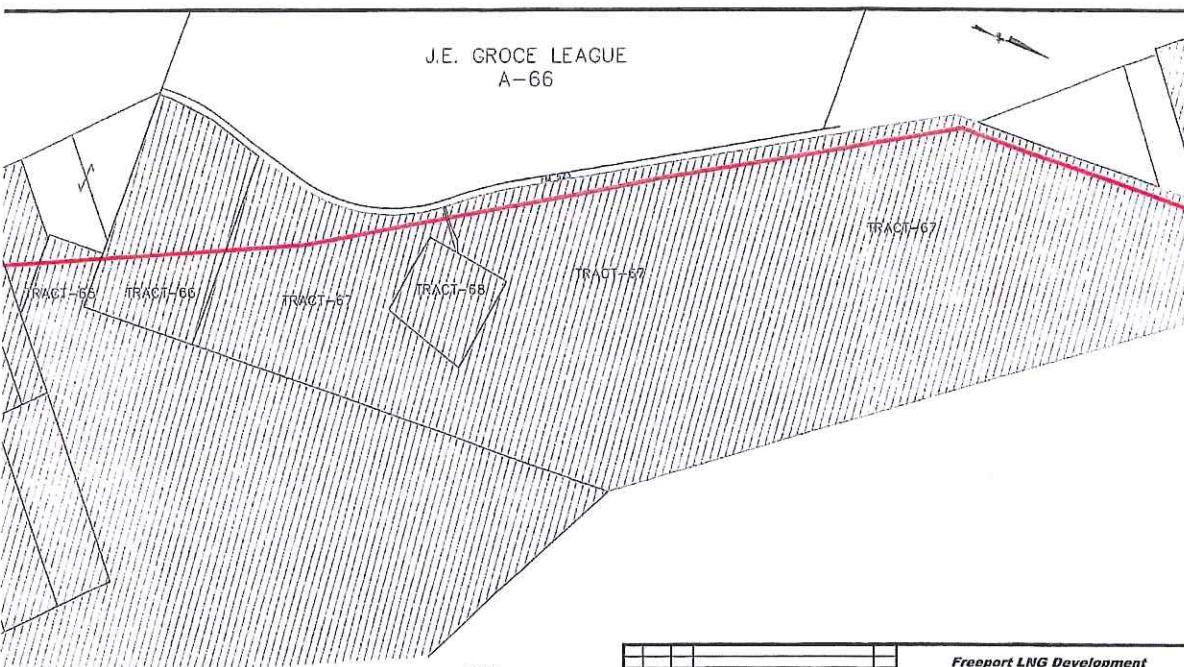








LEGEND			
	42" FLING PIPELINE		ACQUIRED RIGHT-OF-WAY
	AREAS PERMITTED		
		Freeport LNG Development	
REV.	DATE	BY	DESCRIPTION
			CH.
PROJECT NO.		PROPERTY ACQUISITION ROUTE MAP	
11133		BRAZORIA COUNTY, TEXAS	
MUSTANG ENGINEERING, L.P. HOUSTON, TEXAS		DRAWN BY J.PHZ	DATE 07/31/07
		CHECKED BY CO	DATE 08/01/07
		SCALE HTS	DWG. NO. APP.
			11133-008
			0



LEGEND			
	42" FLING PIPELINE		ACQUIRED RIGHT-OF-WAY
	AREAS PERMITTED	Freeport LNG Development	
REV.	DATE	BY	DESCRIPTION
			CH.
PROJECT NO.		PROPERTY ACQUISITION ROUTE MAP	
11133		BRAZORIA COUNTY, TEXAS	
MUSTANG ENGINEERING, L.P. HOUSTON, TEXAS		DRAWN BY J.PHZ	DATE 07/31/07
		CHECKED BY CO	DATE 08/01/07
		SCALE HTS	DWG. NO. APP.
			11133-007
			0

Bid Sorrell



BBING A. 305.672 ACRE TRACT OF LAND IN THE FREDERICK J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS; SAID 305.672 ACRE TRACT BEING A PART OF THE FOLLOWING TWO TRACTS: (1) A 346.909 ACRE TRACT OF LAND CONVEYED TO MICHAEL J. SORRELL AND WIFE, LORIE, SCORRELL FROM KATHERINE CULLEN BURTON, ET AL, TRUSTEES OF THE ROY G. CULLEN TRUST FOR THE BENEFIT OF ROY HENRY CULLEN, THE ROY G. CULLEN TRUST FOR THE BENEFIT OF HARRY HOLMES CULLEN AND THE ROY G. CULLEN TRUST FOR THE BENEFIT OF CORNELIA CULLEN LONG RECORDED UNDER COUNTY CLERK'S FILE (C.C.F.) NO. 01-0102 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS (O.R.B.C.T.); AND (2) A 9.495 ACRE TRACT OF LAND CONVEYED TO MICHAEL J. SORRELL FROM J. T. SUGGS, JR. BY DEED DATED AUGUST 25, 1986 AND RECORDED IN VOLUME (86)320, PAGE 391 OF THE O.R.B.C.T.; THE BEARINGS STATED IN THIS DESCRIPTION ARE GRID BEARINGS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983; DISTANCES ARE HORIZONTAL GROUND LEVEL LENGTHS; BEING CONVERTED TO GRID DISTANCES USING THE COMBINED FACTOR OF 0.999819; SAID 305.672 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a three-eighths inch iron rod with ear found at the southwest corner of said 346,909 acre tract and on the east line of the Brazos Coast Investment Company (B.C.I.C.) Subdivision (S.D.) No. 10, recorded in Volume 2, Page 141 of the Plat Records of Brazoria County, Texas (P.R.B.C.T.); same being the northwest corner of a 105.52 acre tract conveyed to Zim Exploration & Production Co. from Buccaneer Land Partnership by deed dated December 16, 1989 and recorded in Volume (900)156, Page 702 of the P.R.B.C.T.; from which a one and one-half inch iron pipe found at the southeast corner of tract 105.52 acre tract bears South 09° 45' 50" East, 1,309.41 feet (called South 09° 45' 50" East, 1,308.5 feet).

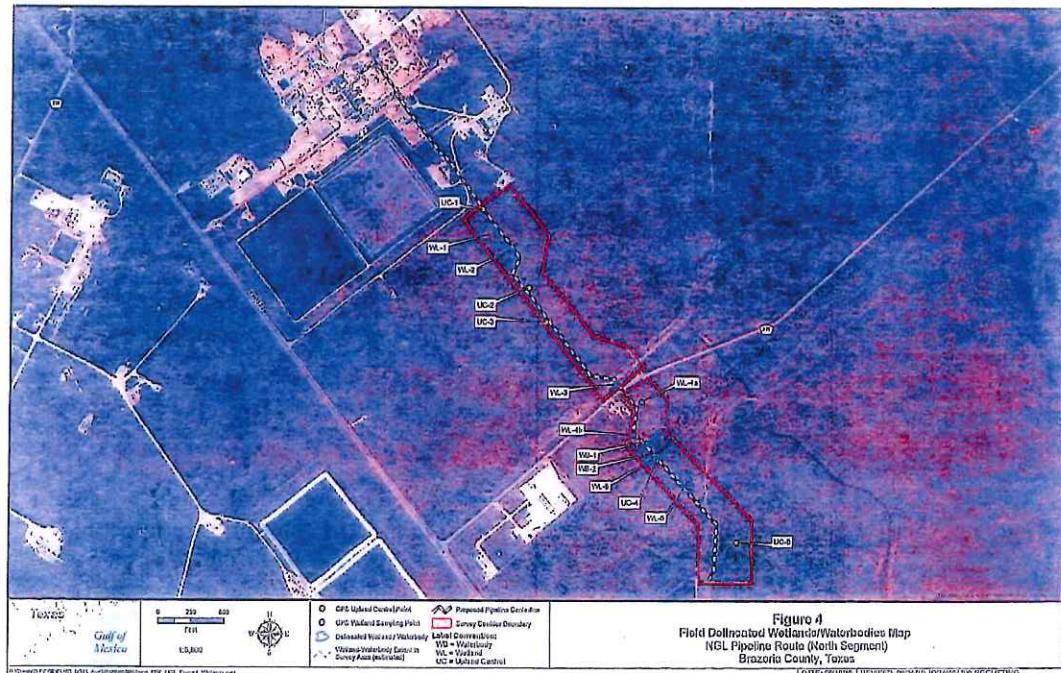
THENCE North 09° 44' 50" West (called North 09° 45' 00" West), along the common line of said 3,469.90 acres tract and said B.C.I.C. S/D No. 10, a distance of 834.38 feet to a five-eighths inch iron

THENCE North 86° 48' 42" East a distance of 40.85 feet to a five-eighths inch iron rod set for

THENCE North 53° 05' 23" East a distance of 102.73 feet to a five-eighths inch iron rod set for corner;

THENCE North 3° 28' 30" East a distance of 91.8 feet to a five-eighths inch iron rod set for corner;

HERBERT S. SMITH, P.E. - Project Engineer
CORPORATE OFFICE: 300 EAST CEDAR, ANGELTON, TEXAS 77515
(229) 946-4461 • (713) 222-7745 • Fax (229) 946-4460



DESCRIPTION OF 305.672 ACRES
PAGE 2 OF 4 PAGES

DESCRIPTION OF 305.672 ACRES
PAGE 3 OF 4 PAGES

THENCE North 12° 33' 00" East a distance of 323.47 feet to a five-eighths inch iron rod set for corner;

THENCE North 19° 08' 27" East a distance of 111.23 feet to a five-eighths inch iron rod set for corner;

THENCE North 33° 56' 34" East a distance of 109.84 feet to a five-eighths inch iron rod set for corner;

THENCE North 49° 13' 02" East a distance of 109.35 feet to a five-eighths inch iron rod set for corner;

THENCE North 49° 45' 48" East a distance of 223.28 feet to a five-eighths inch iron rod set for corner;

THENCE South 09° 57' 26" East a distance of 46.57 feet to a five-eighths inch iron rod set for corner;

THENCE North 71° 06' 16" East a distance of 90.18 feet to a five-eighths inch iron rod set for corner;

THENCE North 82° 11' 52" East a distance of 118.26 feet to a five-eighths inch iron rod set for corner;

THENCE North 63° 32' 46" East a distance of 102.96 feet to a five-eighths inch iron rod set for corner;

THENCE North 74° 53' 41" East a distance of 100.36 feet to a five-eighths inch iron rod set for corner;

THENCE North 78° 01' 29" East a distance of 318.35 feet to a five-eighths inch iron rod set for corner;

THENCE North 36° 22' 03" East a distance of 227.67 feet to a five-eighths inch iron rod set for corner;

THENCE South 02° 49' 08" East a distance of 136.31 feet to a five-eighths inch iron rod set for corner;

THENCE North 03° 12' 38" West a distance of 1,659.52 feet to a five-eighths inch iron rod set for corner on the most northerly north line of said 346.909 acre tract and the south line of Tract 130 of the B.C.I.C. S/D No. 9, also recorded in Volume 2, Page 141 of the P.R.B.C.T.;

THENCE North 86° 47' 22" East (called North 86° 48' 00" East), along the most northerly north line of said 346.909 acre tract and the south line of said Tract 130; a distance of 545.01 feet to a five-eighths inch iron rod found in concrete at the most northerly northeast corner of said 346.909 acre tract; same being the southeast corner of said Tract 130;

THENCE South 03° 00' 11" East, along the most northerly east line of said 346.909 acre tract and a west line of said B.C.I.C. S/D No. 9, a distance of 140.30 feet (called South 03° 00' 00" East, 140.08 feet) to a three-eighths inch iron rod found in concrete at an interior ell corner of said 346.909 acre tract and a southwest corner of said B.C.I.C. S/D No. 9;

THENCE North 86° 00' 00" East (called North 87° 00' 00" East), along the north line of said 346.909 acre tract and a northerly south line of said B.C.I.C. S/D No. 9, at 1,728.87 feet (called 1,728.70 feet) pass a three-eighths inch iron rod found on line, at 1,935.20 feet (called 1,933.00 feet) pass a railroad bridge bolt found on line, and continuing for a total distance of 2,246.40 feet to a five-eighths inch iron rod at the northeast corner of said 346.909 acre tract; same being an interior ell corner of said B.C.I.C. S/D No. 9;

THENCE South 02° 44' 33" East along the east line of said 346.909 acre tract and a west line of said B.C.I.C. S/D No. 9, a distance of 3,944.26 feet (called South 03° 44' 30" East, 3,945.41 feet) to a point in water at the southeast corner of said 346.909 acre tract; same being the northeast corner of said 105.52 acre tract; from which a one-half inch iron rod with cap found at the southeast corner of said 105.52 acre tract bears South 02° 44' 33" East, 701.23 feet (called South 02° 44' East, 700.0 feet);

THENCE South 02° 44' 33" East along the east line of said 105.52 acre tract, at 147.78 feet (called 148.0 feet) pass a one-half inch iron pipe found on line, at 592.38 feet (called 592.43 feet) pass a three-eighths inch iron rod with cap found 1.15 feet south of this line, and continuing for a total distance of 1,897.21 feet (called South 86° 47' 33" West, 1,897.10 feet) to a three-fourths inch iron pipe found at the most northerly southwest corner of said 346.909 acre tract and an interior ell corner of said 105.52 acre tract;

THENCE North 03° 13' 55" West, along the most southerly west line of said 346.909 acre tract and a northerly east line of said 105.52 acre tract, a distance of 600.13 feet (called North 03° 14' 14" West, 600.34 feet), to a one-half inch iron pipe found at an interior ell corner of said 346.909 acre tract and a northerly northeast corner of said 105.52 acre tract;

THENCE South 86° 44' 09" West, along a south line of said 346.909 acre tract and a north line of said 105.52 acre tract, a distance of 1,249.82 feet (called South 86° 44' 37" West, 1,249.30 feet) to a five-eighths inch iron rod not found for corner;

Tract 136



DESCRIPTION OF 305.672 ACRES
PAGE 4 OF 4 PAGES

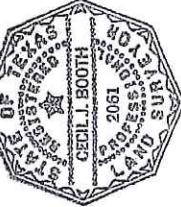
THENCE North 03° 46' 27" East, along a west line of said 346.909 acre tract and an east line of said 105.52 acre tract, a distance of 38.61 feet (called North 04° 01' 00" East, 88.56 feet) to a five-eighths inch iron rod found for corner;

THENCE North 85° 19' 09" West, along a south line of said 346.909 acre tract and a north line of said 105.52 acre tract, a distance of 379.91 feet (called North 85° 14' 23" West, 380.60 feet) to a five-eighths inch iron rod found for corner;

THENCE South 47° 42' 33" West, along a southeast line of said 346.909 acre tract and a northwest line of said 105.52 acre tract, a distance of 221.91 feet (called South 47° 19' 09" West, 221.27 feet) to a five-eighths inch iron rod, found for corner;

THENCE South 86° 50' 46" West, along the most westerly south line of said 346.909 acre tract and the most westerly north line of said 105.52 acre tract, a distance of 760.83 feet (called South 36° 51' 33" West, 761.31 feet) to the POINT OF BEGINNING and containing 305.672 acres of land. Each five-eighths inch iron rod described as set in this description has a plastic cap marked "Baker & Lawson". The description herein is based on a survey made in March, April, and May, 2012 by Baker & Lawson, Inc.

CERTIFIED CORRECT: Cecil J. Booth
Cecil J. Booth
Registered Professional Land Surveyor
Registration No. 2061



BEING A 4.998 ACRE TRACT OF LAND IN THE FREDERICK J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS, SAID 4.998 ACRE TRACT BEING TRACT 136 OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION (B.C.I.C.) SUBDIVISION (S/D) NO. 9 RECORDED IN VOLUME 2, PAGE 141 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS, SAID TRACT 136 BEING CONVEYED TO MIKE SORRELL FROM DAVID MELASS BY DEED DATED APRIL 24, 2016 AND RECORDED UNDER COUNTY CLERK'S FILE NO. 2006024870 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS. THE BEARINGS STATED IN THIS DESCRIPTION ARE GRID BEARINGS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983; DISTANCES ARE HORIZONTAL GROUND LEVEL LENGTHS AND MAY BE CONVERTED TO GRID DISTANCES USING THE COMBINED FACTOR OF 0.99988119; SAID 4.998 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a one-halfinch iron rod found at the southeast corner of Tract 135 and on the north line of Tract 167 of said B.C.I.C. S/D No. 9; same being at its intersection of the south and west lines of a 30 foot wide platted, unimproved road; thence as follows:

North 03° 06' 52" West, along the east line of said Tract 135 and the west line of said 30 feet wide road, a distance of 27.97 feet and North 87° 11' 05" East, a distance of 30.00 feet to a five-eighths inch iron rod set for the southwest corner of said Tract 136 and POINT OF BEGINNING of the herein described tract; same being the intersection of the north and east lines of said 30 feet wide road;

THENCE North 03° 06' 52" West, along the east line of said Tract 136 and the east line of said 30 feet wide road, a distance of 672.39 feet to a five-eighths inch iron rod set for the northwest corner of said Tract 136 and on the south line of Tract 132 of said B.C.I.C. S/D No. 9;

THENCE North 87° 11' 05" East, along the common line of said Tracts 136 and 132, a distance of 323.33 feet (called 324.1 feet) to a five-eighths inch iron rod set at the northeast corner of said Tract 136 and on the west line of a 30 feet wide platted, unimproved road;

THENCE South 03° 11' 51" East, along the east line of said Tract 136 and the west line of said 30 feet wide road, a distance of 672.40 feet to a five-eighths inch iron rod set at the southeast corner of said Tract 136 and at the intersection of the north and west lines of a 30 feet wide platted, unimproved road;

Tract 140



DESCRIPTION OF TRACT 136
PAGE 2 OF 2 PAGES

THENCE South $87^{\circ} 11' 05''$ West, along the south line of said Tract 136 and the north line of said 30 feet wide road, a distance of 324.31 feet (called 324.1 feet) to the POINT OF BEGINNING and containing 4.978 acres of land. Each five-eighths inch iron rod described as set in this description has a plastic cap marked "Baker & Lawson". The description herein is based on a survey made in March, April, and May, 2012 by Baker & Lawson, Inc.



CERTIFIED CORRECT: C.J. Booth

Cecil J. Booth
Registered Professional Land Surveyor
Registration No. 2061

Date: 10/04/12
Job No. 10858

BEING A 4.976 ACRE TRACT OF LAND IN THE FREDERICK J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS, SAID 4.976 ACRE TRACT BEING TRACT 140 OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION (B.C.I.C.) SUBDIVISION (S/D) NO. 9 RECORDED IN VOLUME 2, PAGE 141 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; SAID TRACT 140 BEING CONVEYED TO MIKE SORRELL, FROM DAVID MELASS BY DEED DATED APRIL 24, 2006 AND RECORDED UNDER COUNTY CLERK'S FILE NO. 2006024870 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS; THE BEARINGS STATED IN THIS DESCRIPTION ARE GRID BEARINGS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983; DISTANCES ARE HORIZONTAL GROUND LEVEL LENGTHS AND MAY BE CONVERTED TO GRID DISTANCES USING THE COMBINED FACTOR OF 0.9998819; SAID 4.976 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a one and one-fourth inch iron pipe found at the northwest corner of Tract 166 of said B.C.I.C. S/D No. 9; same being at the intersection of the south and eastlines of a 30 feet wide platted, unimproved road; thence as follows:

North $87^{\circ} 11' 05''$ East along the north line of said Tract 166 and the south line of said 30 feet wide road, a distance of 311.59 feet to a five-eighths inch iron rod set at an inferior west corner of said Tract 166 and at the intersection with the east line of another 30 feet wide platted, unimproved road;

North $03^{\circ} 11' 51''$ West along the east line of said 30 feet wide road and along the west lines of Tracts 137 through 139 of said B.C.I.C. S/D No. 9, a distance of 814.11 feet to a five-eighths inch iron rod set for the common west corner of said Tracts 139 and 140 and the POINT OF BEGINNING of the herein described tract;

THENCE North $03^{\circ} 11' 51''$ West along the west line of said Tract 140 and the east line of said 30 feet wide road, a distance of 262.09 feet (called 262.1 feet) to a five-eighths inch iron rod set for the common west corner of Tracts 140 and 141 of said B.C.I.C. S/D No. 9;

THENCE North $87^{\circ} 11' 05''$ East along the common line of said Tracts 140 and 141, a distance of 827.10 feet to a concrete monument with a brass disk stamped "SE 141 SUED 9" found at the common corner of Tracts 140, 141, 143 and 149 of said B.C.I.C. S/D No. 9;

THENCE South $03^{\circ} 11' 51''$ East along the common line of said Tracts 140 and 149, a distance of 262.09 feet (called 262.1 feet) to a five-eighths inch iron rod with cap found at the common corner of Tracts 139, 140, 149 and 150 of said B.C.I.C. S/D No. 9;

Tract 154

DESCRIPTION OF TRACT 140
PAGE 2 OF 2 PAGES

THENCE South $87^{\circ} 11' 05''$ West along the common line of said Tracts 139 and 140, a distance of 827.00 feet to the POINT OF BEGINNING and containing 4.976 acres of land. Each five-eighths inch iron rod described as set in this description has a plastic cap marked "Baker & Lawson". The description herein is based on a survey made in March, April, and May, 2012 by Baker & Lawson, Inc.

CERTIFIED CORRECT: Cecil J. Booth
Cecil J. Booth
Registered Professional Land Surveyor
Registration No. 2061
Date: 18 May 12
Job No. 10838



BEING A 5.112 ACRE TRACT OF LAND IN THE FREDERICK J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS, SAID 5.112 ACRE TRACT BEING TRACT 154 OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION (B.C.I.C.) SUBDIVISION (SD) NO. 9 RECORDED IN VOLUME 2, PAGE 14 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS, SAID TRACT 154 BEING CONVEYED TO MIKE SORRELL FROM DAVID MELASS BY DEED DATED APRIL 24, 2006 AND RECORDED UNDER COUNTY CLERK'S FILE NO. 2006024870 OR THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS; THE BEARINGS STATED IN THIS DESCRIPTION ARE GRID BEARINGS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983; DISTANCES ARE HORIZONTAL GROUND LEVEL LENGTHS AND MAY BE CONVERTED TO GRID DISTANCES USING THE COMBINED FACTOR OF 0.9998819; SAID 5.112 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a five-eighths inch iron rod with cap found at the southeast corner of said Tract 154, at the northeast corner of 155 of said B.C.I.C. SD No. 9 and on the west line of a 30 foot wide platted, unimproved road;

THENCE South $86^{\circ} 45' 39''$ West along the common line of said Tracts 154 and 155, a distance of 729.96 feet (called 750 feet) to a one-half inch iron rod found at the common corner of 154, 155, 164 and 165 of said B.C.I.C. SD No. 9; from which a one and one-fourth inch iron pipe found at the common west corner of said Tracts 164 and 165 bears South $86^{\circ} 50' 14''$ West, 733.02 feet;

THENCE North $03^{\circ} 10' 52''$ West along the common line of said Tracts 154 and 155, a distance of 305.31 feet (called 304.75 feet) to five-eighths inch iron rod set for the common corner of Tracts 153, 154, 165 and 166 of said B.C.I.C. SD No. 9;

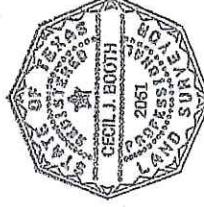
THENCE North $86^{\circ} 47' 59''$ East along the common line of said Tracts 153 and 154, a distance of 729.97 feet (called 750 feet) to five-eighths inch iron rod with cap found at the common east corner of said Tracts 153 and 154 and on the west line of said 30 feet wide road;

1/16/15 16-163

DESCRIPTION OF TRACT 154
PAGE 2 OF 2 PAGES

THENCE South 03° 10' 44" East along the east line of said Tract 154 and the west line of said 30 feet wide road, a distance of 304.81 feet (called 304.75 feet) to the POINT OF BEGINNING and containing 5.112 acres of land. Each five-eighths inch iron rod described as set in this description has a plastic cap marked "Baker & Lawson". The description herein is based on a survey made in March, April, and May, 2012 by Baker & Lawson, Inc.

CERTIFIED CORRECT: *C. J. Booth*
Cecil J. Booth
Registered Professional Land Surveyor
Registration No. 2061
Date: 10/04/2012
Job No. 10358



BEING A 10.224 ACRE TRACT OF LAND IN THE FREDERICK I. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS; SAID 10.224 ACRE TRACT BEING TRACTS 156 AND 163 OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION (B.C.I.C.) SUBDIVISION (S/D) NO. 9 RECORDED IN VOLUME 2, PAGE 141 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; SAID TRACTS 156 AND 163 BEING CONVEYED TO MIKE SORRELL FROM DAVID MELASS BY DEED DATED APRIL 24, 2006 AND RECORDED UNDER COUNTY CLERK'S FILE NO. 2006024870 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS; THE BEARINGS STATED IN THIS DESCRIPTION ARE GRID BEARINGS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OR 1983; DISTANCES ARE HORIZONTAL GROUND LEVEL LENGTHS AND MAY BE CONVERTED TO GRID DISTANCES USING THE COMBINED FACTOR OF 0.9999819; SAID 10.224 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a one inch iron pipe found at the common west corner of Tracts 163 and 162 of said B.C.I.C. S/D No. 9 and on the east line of a 30 feet wide platted, unimproved road;

THENCE North 03° 13' 20" West along the west line of said Tract 163 and the east line of said 30 feet wide road, a distance of 304.67 feet (called 304.75 feet) to a five-eighths inch iron rod set for the common west corner of Tracts 163 and 164 of said B.C.I.C. S/D No. 9 from which a one and one-quarter inch iron pipe found at the common west corner of Tracts 164 and 165 of said B.C.I.C. S/D No. 9 bears North 03° 13' 20" West, 304.67 feet;

THENCE North 86° 50' 21" East along the common line of said Tracts 163 and 164, a distance of 732.71 feet (called 732 feet) to a one-half inch iron rod found at the common corner of Tracts 155, 156, 163 and 164 of said B.C.I.C. S/D No. 9;

THENCE North 88° 46' 44" East along the common line of said Tracts 155 and 156, a distance of 730.04 feet (called 730 feet) to a five-eighths inch iron rod found at the common east corner of said Tracts 155 and 156 and on the west line of a 30 feet wide platted, unimproved road;

THENCE South 03° 10' 44" East along the east line of said Tract 156 and the west line of said 30 feet wide road, a distance of 304.84 feet (called 304.75 feet) to a five-eighths inch iron rod found at the common east corner of Tracts 156 and 157 of said B.C.I.C. S/D No. 9;

THENCE South 88° 49' 33" West along the common line of said Tracts 156 and 157, a distance of 729.86 feet (called 730 feet) to a two inch iron pipe found at the common corner of said Tracts 155, 156, 162 and 163;

HERBERT S. SMITH, P.E., Principal Engineer
Corporate Office: 300 East Cedar, Angleton, Texas 77515
(281) 377-2331 • (713) 222-7251 • Fax: (281) 377-2437

DESCRIPTION OF TRACTS 156 & 163
PAGE 2 OF 2 PAGES

THENCE South 86° 48' 21" West along the common line of said Tracts 162 and 163, a distance of 732.67 feet (called 732 feet) to the POINT OF BEGINNING and containing 10.224 acres of land. Each five-eighths inch iron rod described as set in this description has a plastic cap marked "Baker & Lawson". The description herein is based on a survey made in March, April, and May, 2012 by Baker & Lawson, Inc.

CERTIFIED CORRECT: Cecil I. Booth
Cecil I. Booth
Registered Professional Land Surveyor
Registration No. 2061
Date: 12/11/12
Job No. 108553



BEING A 20.595 ACRE TRACT OF LAND IN THE FREDERICK J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS; SAID 20.595 ACRE TRACT BEING TRACTS 158, 159, 160, AND 161 OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION (B.C.I.C.) SUBDIVISION (SD) NO. 9 RECORDED IN VOLUME 2, PAGE 141 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; SAID TRACTS 158, 159, 160, AND 161 BEING CONVEYED TO MIGE SORRELL FROM DAVID MELASS BY DEED DATED APRIL 24, 2006 AND RECORDED UNDER COUNTY CLERK'S FILE (C.C.F.) NO. 2006024870 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS (O.R.B.C.T.); THE BEARINGS STATED IN THIS DESCRIPTION ARE GRID Bearings AND ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983; DISTANCES ARE HORIZONTAL GROUND LEVEL LENGTHS AND MAY BE CONVERTED TO GRID DISTANCES USING THE COMBINED FACTOR OF 1.9998819; SAID 20.595 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a one-half inch iron pipe found at the common west corner of Tracts 161 and 162 of said B.C.I.C. SD No. 9 and on the east line of a 30 foot wide platted, unimproved road;

THENCE North 36° 50' 02" East along the common line of said Tracts 161 and 162, a distance of 732.52 feet (called 732 feet) to a three inch iron pipe found at the common corner of Tracts 157, 158, 161 and 162 of said B.C.I.C. SD No. 9;

THENCE North 36° 47' 58" East along the common line of said Tracts 157 and 158, a distance of 729.78 feet (called 730 feet) to a five-eighths inch iron rod with cap found at the common east corner of said Tracts 157 and 158 and on the west line of a platted, unimproved road;

THENCE South 03° 10' 44" East along the east line of said Tracts 158 and 159 and the west line of said 30 feet wide road, at 609.04 feet (called 609.5 feet) pass a five-eighths inch iron rod with cap found at the monumented southeast corner of said Tract 159, and continuing for a total distance of 615.92 feet to a five-eighths inch iron rod set for the southeast corner of said Tract 159 and on the north line of a 30 feet wide platted, unimproved road; said set five-eighths inch iron rod being situated 30 feet north of and at right angles to the north line of that 346.909 acre tract conveyed to Michael J. Sorrell and wife, Lori E. Sorrell from Katherine Cullen Burton, et al, Trustees of the Roy G. Cullen Trust for the Benefit of Roy Henry Cullen, the Roy G. Cullen Trust for the Benefit of Harry Holmes Cullen and his Roy G. Cullen Trust for the Benefit of Cornelia Cullen Long recorded under C.C.F. No. 01-011002 of the O.R.B.C.T.; from said set five-eighths inch iron rod a five-eighths inch iron rod set at the northeast corner of said 346.909 acre tract bears South 03° 10' 44" East, 30.00 feet and North 86° 59' 22" East, 7.79 feet;

DESCRIPTION OF TRACTS 158, 159, 160, AND 161
PAGE 2 OF 2 PAGES

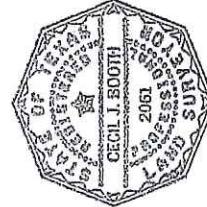
THENCE South 86° 59' 22" West along the south line of said Tract 159, the north line of said 30 feet wide road, and 30 feet north of and parallel to the north line of said 346.909 acre tract, a distance of 729.30 feet (called 730 feet) to a five-eighths inch iron rod set for the common south corner of said Tracts 159 and 160; from which a found one inch iron pipe (plaid over) bears North 03° 13' 21" West, 4.15 feet;

THENCE South 86° 59' 22" West along the south line of said Tract 160, the north line of said 30 feet wide road, and 30 feet north of and parallel to the north line of said 346.909 acre tract, a distance of 732.54 feet (called 732 feet) to a five-eighths inch iron rod set for the southwest corner of said Tract 160; same being at the intersection of the east line of another 30 feet wide platted, unimproved road;

THENCE North 03° 13' 20" West along the west line of said Tracts 160 and 161 and the east line of said 30 feet wide road, a distance of 611.52 feet (called 609.5 feet) to the POINT OF BEGINNING and containing 20.595 acres of land. Each five-eighths inch iron rod described as set in this description has a plastic cap marked "Baker & Lawson". This description herein is based on a survey made in March, April, and May, 2012 by Baker & Lawson, Inc.

CERTIFIED CORRECT. C. J. Brodt
Cecil J. Brodt
Registered Professional Land Surveyor
Registration No. 2061

Date: 18 Mar 12
Job No. 10855



BEING A 4.900 ACRE TRACT OF LAND IN THE FREDERICK J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS; SAID 4.900 ACRE TRACT BEING TRACT 166 OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION (B.C.I.C.) SUBDIVISION (S/D) NO. 9 RECORDED IN VOLUME 2, PAGE 141 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; SAID TRACT 166 BEING CONVEYED TO MIKE SORRELL FROM DAVID MELASS BY DEED DATED APRIL 24, 2006 AND RECORDED UNDER COUNTY CLERK'S FILE NO. 2006024870 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS; THE BEARINGS STATED IN THIS DESCRIPTION ARE GRID BEARINGS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983; DISTANCES ARE HORIZONTAL GROUND LEVEL LENGTHS AND MAY BE CONVERTED TO GRID DISTANCES USING THE COMBINED FACTOR OF 0.9998819; SAID 4.900 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a one and one-fourth inch iron pipe found at the northwest corner of said Tract 166 and the intersection of the south and east lines of two 30 feet wide platted, unimproved roads;

THENCE North 87° 11' 05" East along the north line of said Tract 166 and the south line of said 30 feet wide road, a distance of 311.59 feet (called 317.6 feet) to a five-eighths inch iron rod set at an inferior ell corner of said Tract 165 and at the intersection with the east line of another 30 feet wide platted, unimproved road;

North 03° 11' 51" West along the northern westline of said Tract 166 and the east line of said 30 feet wide road, a distance of 30.00 feet to a five-eighths inch iron rod set for the common west corner of Tracts 137 and 166 of said B.C.I.C. S/D No. 9;

THENCE North 87° 11' 05" East along the common line of said Tracts 137 and 166, a distance of 421.88 feet (called 440.1 feet) to a point in water at the common north corner of Tracts 153 and 166 of said B.C.I.C. S/D No. 9;

THENCE South 03° 10' 52" East along the common line of said Tracts 153 and 166, a distance of 301.34 feet (called 304.75 feet) to a five-eighths inch iron rod set for the common corner of Tracts 153, 154, 164, and 165 of said B.C.I.C. S/D No. 9; from which a five-eighths inch iron rod with cap found at the common east corner of said Tracts 153 and 154 bears North 06° 47' 59" East, 729.97 feet;

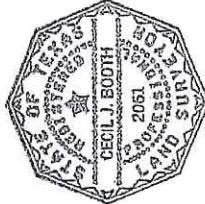
THENCE South 86° 47' 59" West along the common line of said Tracts 165 and 166, a distance of 733.24 feet to a five-eighths inch iron rod set for the common west corner of said Tracts 165 and 166 and on the east line of a 30 feet wide platted, unimproved road;



DESCRIPTION OF TRACT 166
PAGE 2 OF 2 PAGES

THENCE North 03° 13' 20" West along the west line of said Tract 166 and the east line of said 30 feet wide road, a distance of 276.27 feet (called 276.2 feet) to the POINT OF BEGINNING and containing 4.900 acres of land. Each five-eighths inch iron rod described as set in this description has a plastic cap marked "Baker & Lawson". The description herein is based on a survey made in March, April, and May, 2012 by Baker & Lawson, Inc.

CERTIFIED CORRECT: 120912
Cecil J. Booth
Registered Professional Land Surveyor
Registration No. 2061
Date: 18 May 12
Job No. 10858



BEING A 4.504 ACRE TRACT OF LAND IN THE FREDERICK J. CALVIT LEAGUE ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS; SAID 4.504 ACRE TRACT BEING TRACT 167 OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION (B.C.I.C.) SUBDIVISION (S.D.) NO. 9 RECORDED IN VOLUME 2, PAGE 141 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; SAID TRACT 167 BEING CONVEYED TO SORRELL, FAMILY LIMITED PARTNERSHIP #2, LTD., FROM MARY ANN FOLLETT WECHLER AND KALYNDA FOLLETT AS DEVISEES UNDER THE WILL OF MARTIN DEWEY FOLLETT, JR. BY DEED DATED JANUARY 10, 2008 AND RECORDED UNDER COUNTY CLERK'S FILE NO. 2008003493 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS; A 37.5% INTEREST IN SAID TRACT 167 BEING CONVEYED TO DOW CHEMICAL COMPANY FROM HOUSTON BANK AND TRUST COMPANY BY DEED DATED JULY 15, 1969 AND RECORDED IN VOLUME 1037, PAGE 901 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS; THE BEARINGS STATED IN THIS DESCRIPTION ARE GRID BEARINGS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983; DISTANCES ARE HORIZONTAL GROUND LEVEL LENGTHS AND MAY BE CONVERTED TO GRID DISTANCES USING THE COMBINED FACTOR OF 0.999819; SAID 4.504 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a five-eighths inch iron rod found at the northeast corner of Tract 174, on the south line of Tract 135 said B.C.I.C. S.D. No. 9, and on the west line of a 30 foot wide platted, unimproved road; thence as follows:

North 87° 18' 51" East along the south line of said Tract 135 and across the end of said 30 feet wide road, a distance of 30.00 feet to a five-eighths inch iron rod set for the northwest corner of said Tract 167 and the POINT OF BEGINNING of the herein described tract of land on the eastline of said 30 feet wide road;

THENCE North 87° 18' 51" East along the common line of said Tracts 135 and 167, at 665.87 feet pass a one-half inch iron rod found at the southeast corner of said Tract 135 and on the south line of a 30 feet wide platted, unimproved road, at 702.57 feet pass a one-half inch iron rod found on line, and continuing for a total distance of 708.63 feet (called 723.4 feet) to a five-eighths inch iron rod set for the northeast corner of said Tract 167 and at the intersection with the west line of a 30 feet wide platted, unimproved road;

THENCE South 03° 13' 20" East along the east line of said Tract 167 and the west line of said 30 feet wide road, a distance of 276.14 feet (called 276.2 feet) to a five-eighths inch iron rod set for the common east corner of Tracts 167 and 168 of said B.C.I.C. S.D. No. 9;

Tract 168



BAKER & LAWSON, INC.
Surveyors • Engineers • Landscapers

BEING A 4.980 ACRE TRACT OF LAND IN THE FREDERICK J. CALVIT LIGAUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS, SAID 4.980 ACRE TRACT BEING TRACT 168 OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION (B.C.I.C.) SUBDIVISION (S.D.) NO. 9 RECORDED IN VOLUME 2, PAGE 141 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS, SAID TRACT 168 BEING CONVEYED TO MIKE SORRELL FROM DAVID MELASS BY DEED DATED APRIL 24, 2006 AND RECORDED UNDER COUNTY CLERK'S FILE NO. 2006024570 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS; THE BEARINGS STATED IN THIS DESCRIPTION ARE GRID BEARINGS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983; DISTANCES ARE HORIZONTAL GROUND LEVEL LENGTHS AND MAY BE CONVERTED TO GRID DISTANCES USING THE COMBINED FACTOR OF 0.9998819; SAID 4.980 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a five-eighths inch iron rod found at the northeast corner of Tract 174, on the south line of Tract 135 or said B.C.I.C. S.D. No. 9, and on the west line of a 30 feet wide platted, unimproved road; thence as follows:

North 87° 18' 51" East along the south line of said Tract 135 and across the end of said 30 feet wide road, a distance of 30.00 feet to a five-eighths inch iron rod set for the northwest corner of Tract 167 of said B.C.I.C. S.D. No. 9, and on the east line of said 30 feet wide road;

South 03° 00' 11" East along the west line of said Tract 167 and the east line of said 30 feet wide road, a distance of 277.21 feet (called 276.2 feet) to a five-eighths inch iron rod set for the common west corner of said Tracts 167 and 168 and the POINT OF BEGINNING of the herein described tract of land;

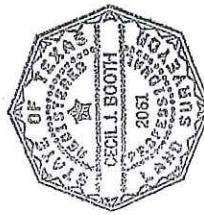
THENCE North 87° 13' 39" East along the common line of said Tracts 167 and 168, at 703.55 feet pass a one-half inch iron rod found one line, and continuing for a total distance of 709.68 feet (called 723.4 feet) to a five-eighths inch iron rod set for the common east corner of said Tracts 167 and 168 on the west line of a 30 feet wide platted, unimproved road;

THENCE South 03° 13' 20" East along the east line of said Tract 168 and the west line of said 30 feet wide road, a distance of 315.00 feet (called 304.75 feet) to a five-eighths inch iron rod set for the common east corner of Tracts 168 and 169 of said B.C.I.C. S.D. No. 9;

THENCE South 87° 09' 27" West along the common line of said Tracts 168 and 169, a distance of 710.84 feet (called 723.4 feet) to a five-eighths inch iron rod set for the common west corner of said Tracts 168 and 169 and on the east line of a 30 feet wide platted, unimproved road;

DESCRIPTION OF TRACT 168
PAGE 2 OF 2 PAGES

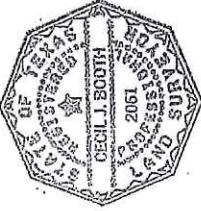
THENCE North 03° 00' 11" West along the west line of said Tract 168 and the east line of said 30 feet wide road, a distance of 305.87 feet (called 304.75 feet) to the POINT OF BEGINNING and containing 4.980 acres of land. Each five-eighths inch iron rod described as set in this description has a plastic cap marked "Baker & Lawson". The description herein is based on a survey made in March, April, and May, 2012 by Baker & Lawson, Inc.



CERTIFIED CORRECT: *C.J. Booth*
Cecil J. Booth
Registered Professional Land Surveyor
Registration No. 2061
Date: *12 March 12*
Job No. 16858

DESCRIPTION OF TRACTS 170 & 171
PAGE 2 OF 2 PAGES

THENCE North 03° 00' 11" West along the west line of said Tracts 170 and 171 and the east line of said 30 foot wide road, a distance of 611.74 feet (called 609.50 feet) to the POINT OF BEGINNING and containing 10.001 acres of land. Each five-eighths inch iron rod described as set in this description has a plastic cap marked "Booth & Lawson". The description herein is based on a survey made in March, April, and May, 2012 by Baker & Lawson, Inc.



CERTIFIED CORRECT: C. D. G. 12

Cecil J. Booth
Registered Professional Land Surveyor
Registration No. 2061

Date: 18 May 12
Job No. 10838



Surveyors - Engineers - Architects

BEING A 5.039 ACRE TRACT OF LAND IN THE FREDERICK J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS; SAID 5.039 ACRE TRACT BEING TRACT 173 OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION (B.C.I.C.) SUBDIVISION (S/D) NO. 9 RECORDED IN VOLUME 2, PAGE 141 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; SAID TRACT 173 BEING CONVEYED TO MIKE SORRELL FROM DAVID MELASS BY DEED DATED APRIL 24, 2006 AND RECORDED UNDER COUNTY CLERK'S FILE (C.C.F.) NO. 2006024870 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS (O.R.B.C.T.). THE BEARINGS STATED IN THIS DESCRIPTION ARE GRID BEARINGS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983; DISTANCES ARE HORIZONTAL GROUND LEVEL LENGTHS AND MAY BE CONVERTED TO GRID DISTANCES USING THE COMBINED FACTOR OF 0.999819; SAID 5.039 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a three-eighths inch iron rod found in concrete at a southwest corner of said B.C.I.C. S/D No. 9 and at an interior all corner of a 346.909 acre tract of land conveyed to Michael J. Sorrell and wife, Lori E. Sorrell, from Katherine Cullen, Burton, et al., Trustees of the Roy G. Cullen Trust for the benefit of Roy Henry Cullen, the Roy G. Cullen Trust for the benefit of Harry Holmes Cullen and the Roy G. Cullen Trust for the benefit of Cornelia Cullen Long recorded under C.C.F. No. 01-011002 of the O.R.B.C.T.; same being at the intersection of the west and south lines of two 30 foot wide platted, unimproved roads, thence as follows:

North 03° 00' 11" West along a west line of said B.C.I.C. S/D No. 9 and a northerly east line of said 346.909 acre tract, a distance of 30.00 feet, and North 36° 59' 22" East across said 30 foot wide road, a distance of 30.00 feet to a five-eighths inch iron rod set for the southwest corner of said Tract 173 and the POINT OR BEGINNING of the herein described tract of land and one east line of said 30 foot wide road;

THENCE North 03° 00' 11" West along the west line of said Tract 173 and the east line of said 30 foot wide road, a distance of 310.87 feet (called 304.75 feet) to a five-eighths inch iron rod set for the common west corner of Tracts 172 and 173 of said B.C.I.C. S/D No. 9;

THENCE North 86° 52' 47" East along the common line of said Tracts 172 and 173, a distance of 715.51 feet (called 723.4 feet) to a five-eighths inch iron rod set for the common east corner of said Tracts 172 and 173 on the west line of a 30 foot wide platted, unimproved road;

THENCE South 03° 13' 20" East along the east line of said Tract 173 and the west line of said 30 foot wide road, a distance of 307.24 feet (called 304.75 feet) to a five-eighths inch iron rod set for the southeast corner of said Tract 173 and at the intersection of the west line of said 30 foot wide road with the north line of another 30 foot wide platted, unimproved road; said corner being situated 30 feet north of and at right angles to the north line said 346.909 acre tract;

HOBERTS, SMITH, P.E., Registered Engineer

CORPORATE OFFICE: 200 EAST CEDAR, ANGELINA, TEXAS 75715
(936) 249-5481 • (713) 222-7451 • Fax: (713) 340-4692

Tracts 133-135
4174-180



DESCRIPTION OF TRACT 173
PAGE 2 OF 2 PAGES

THENCE South 86° 59' 22" West along the south line of said Tract 173, the north line of said 30 feet wide road, and 30 feet north of and parallel to the north line of said 346.909 acre tract, a distance of 716.68 feet (called 723.4 feet) to the POINT OF BEGINNING and containing 5.039 acres of land. Each five-eighths inch iron rod described as set in this description has a plastic cap marked "Baker & Layson". The description herein is based on a survey made in March, April, and May, 2012 by Baker & Layson, Inc.



CERTIFIED CORRECT: *Per 173*
Cecil J. Bootz
Registered Professional Land Surveyor
Registration No. 2061

Date: *1/24/14* /2
Job No. 10858

BEING A 50.210 ACRE TRACT OF LAND IN THE FREDERICK J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS; SAID 50.210 ACRE TRACT BEING TRACTS 133 THROUGH 135 AND TRACTS 174 THROUGH 180 OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION (B.C.I.C.) SUBDIVISION (S.D.) NO. 9 RECORDED IN VOLUME 2, PAGE 141 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS SAID TRACTS 133 AND 134 BEING CONVEYED TO MIKE SORRELL, TRUCKING AND MATERIALS, INC. FROM THE CITY OF FREEPORT BY DEED DATED SEPTEMBER 4, 2007 AND RECORDED UNDER COUNTY CLERK'S FILE (C.C.F.) NO. 2012014068 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS (O.R.B.C.T.); SAID TRACT 135 BEING CONVEYED TO MICHAEL J. SORRELL, FROM JAMES E. THOMPSON AND WIFE, DELTA H. THOMPSON BY DEED DATED NOVEMBER 6, 2007 AND RECORDED UNDER C.C.F. NO. 20083000500 OF THE O.R.B.C.T.; A ONE-HALF INTEREST IN SAID TRACT 174 BEING CONVEYED TO MIKE SORRELL FROM DAVID MELASS BY DEED DATED APRIL 24, 2006 AND RECORDED UNDER C.C.F. NO. 2006024870 OF THE O.R.B.C.T.; AND TRACTS 175 THROUGH 180 BEING CONVEYED TO MIKE SORRELL FROM DAVID MELASS BY DEED DATED APRIL 24, 2006 AND RECORDED UNDER C.C.F. NO. 2006024870 OF THE O.R.B.C.T.; THE BEARINGS STATED IN THIS DESCRIPTION ARE GRID BEARINGS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983; DISTANCES ARE HORIZONTAL GROUND LEVEL LENGTHS AND MAY BE CONVERTED TO GRID DISTANCES USING THE COMBINED FACTOR OF 0.9998819; SAID 50.210 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a five-eighths inch iron rod found in concrete at the southeast corner of said Tract 180 and at the most northerly northeast corner of a 346.909 acre tract of land conveyed to Michael J. Sorrell and wife, Lori E. Sorrell from Katherine Cullen Burton, et al., Trustees of the Roy G. Cullen Trust for the benefit of Roy Henry Cullen, his Roy G. Cullen Trust for the benefit of Harry Holmes Cullen and the Roy G. Cullen Trust for the benefit of Cornelia Cullen Long recorded under C.C.F. No. 01-01-1002 of the O.R.B.C.T.; same being on the west line of a 30 feet wide platted, unimproved road;

THENCE South 86° 47' 22" West, along the south line of said Tract 180 and the north line of said 346.909 acre tract, at 545.01 feet pass a five-eighths inch iron rod set on the right descending bank of the cut off portion of Oyster Creek, and continuing for a total distance of 907.16 feet to a point for corner at the right descending water's edge of the cut off portion of Oyster Creek;

THENCE in a northerly direction along the right descending water's edge of the cut off portion of Oyster Creek and the west lines of said Tracts 133 through 135 and said Tracts 174 through 180 with the following thirteen (13) meanders:

1. North 14° 44' 30" East a distance of 12.11 feet;

ROBERT S. SMITH, P.E. - Principal Engineer
Corporate Office: 300 EAST CEDAR, ANGELINA, TX 75753
(936) 549-5431 • (936) 549-7451 • Fax: (936) 549-4397

DESCRIPTION OF TRACTS 133 - 135 AND 174 - 180
PAGE 2 OF 3 PAGES

DESCRIPTION OF TRACTS 133 - 135 AND 174 - 180
PAGE 3 OF 3 PAGES

2. North 03° 02' 56" East a distance of 234.93 feet;
3. North 01° 59' 52" East a distance of 250.25 feet;
4. North 03° 16' 02" West a distance of 270.32 feet;
5. North 02° 28' 36" West a distance of 255.61 feet;
6. North 06° 20' 35" East a distance of 199.04 feet;
7. North 17° 18' 51" East a distance of 75.18 feet;
8. North 22° 31' 48" East a distance of 333.02 feet;
9. North 27° 19' 06" East a distance of 164.54 feet;
10. North 25° 18' 41" East a distance of 319.57 feet;
11. North 25° 14' 24" East a distance of 235.12 feet;
12. North 22° 43' 36" East a distance of 248.80 feet; and
13. North 18° 39' 51" East a distance of 294.24 feet to a point for the common west corner of Tracts 132 and 133 of said B.C.I.C. S/D No. 9;

THENCE South 03° 00' 11" East along the east lines of said Tracts 174 through 180 and the west line of said 130 feet wide road, at 414.99 feet (called 41.5 feet) pass a five-eighths inch iron rod found at the common east corner of said Tracts 174 and 175, at 715.35 feet (called 715.4 feet) pass a five-eighths inch iron rod found at the common east corner of said Tracts 175 and 176, at 985.20 feet (called 980.6 feet) pass a five-eighths inch iron rod found at the common east corner of said Tracts 176 and 177, at 1,240.80 feet (called 1,236.2 feet) pass a five-eighths inch iron rod found at the common east corner of said Tracts 177 and 178, at 1,491.46 feet (called 1,505.2 feet) pass a five-eighths inch iron rod set to replace the rusty remains of an iron rod found at the common east corner of said Tracts 178 and 179, at 1,760.42 feet (called 1,755.9 feet) pass a five-eighths inch iron rod found at the common east corner of said Tracts 179 and 180, and continuing for a total distance of 2,002.27 feet (called 1,997.9 feet) to the POINT OF BEGINNING and containing 50.210 acres of land. Each five-eighths inch iron rod described as set in this description has a plastic cap marked "Baker & Lawson". The description herein is based on a survey made in March, April, and May, 2012 by Baker & Lawson, Inc.

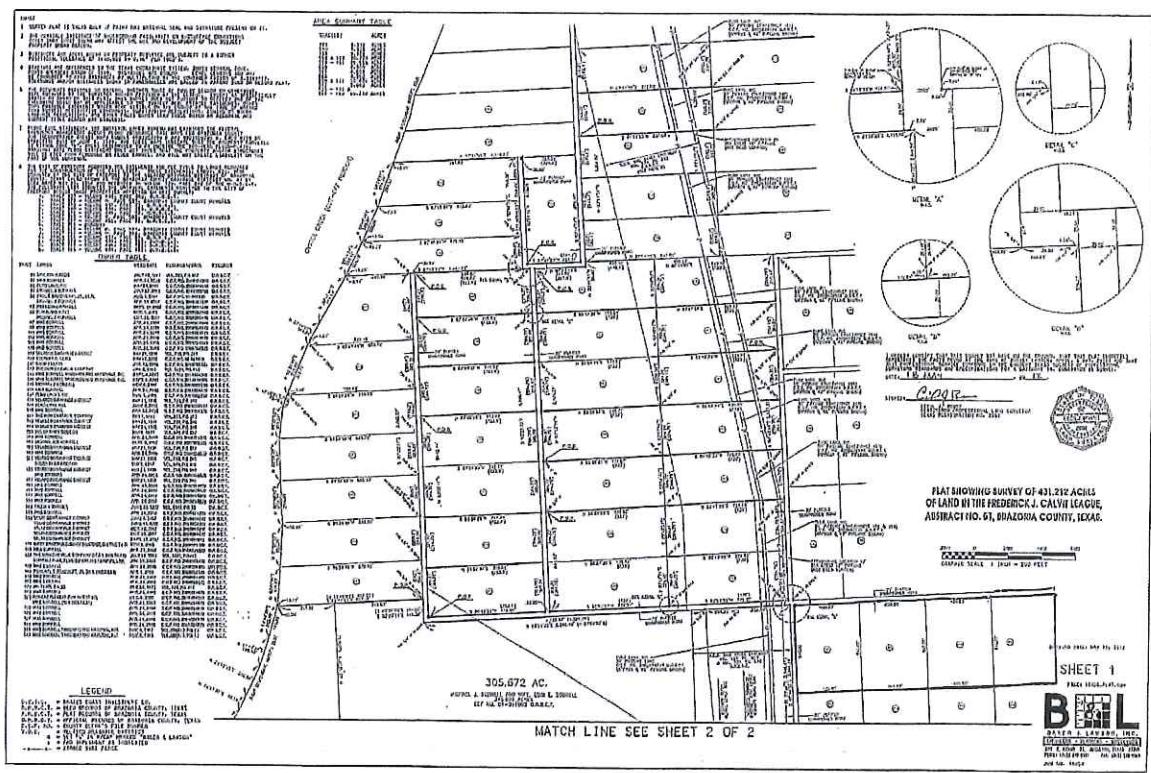


CERTIFIED CORRECT: Cecil J. Booth
Cecil J. Booth
Registered Professional Land Surveyor
Registration No. 2061

Date: 10/14/12
Job No. 10858

THENCE North 87° 11' 05" East along the common line of said Tracts 132 and 133, at 15.00 feet pass a five-eighths inch iron rod set on the set on the right descending bank of the cut off portion of Oyster Creek, and continuing for a total distance of 7766.50 feet to a five-eighths inch iron rod set for the east corner of said Tract 133 and on the west line of a 30 foot wide platted, unimproved road, of said 30 foot wide road, 238.62 feet a five-eighths inch iron rod set at the common east corner of said Tracts 133 and 134, at 490.82 feet pass a one-half inch iron rod found at the common east corner of said Tracts 134 and 135, and continuing for a total distance of 700.36 feet to a one-half inch iron rod found at the southeast corner of said Tract 135 and on the north line of Tract 167 of said B.C.I.C. S/D No. 9;

THENCE South 87° 18' 51" West along the common line of said Tracts 135 and 167, at 665.37 feet pass a five-eighths inch iron rod set at the northwest corner of said Tract 167, and continuing for a total distance of 695.57 feet to a five-eighths inch iron rod found at the northeast corner of said Tract 174, on the west line of a 30 feet wide platted, unimproved road;



Additional Legal Descriptions for Sorrell Tracts 62, 63, 66 and 67

Fact 62

Approximately 5.0 acres out of the French L. J. Calvin League, Austin City, Lot 62, unimproved road being Lot 62, beginning to the east of a 30 feet wide platted, unimproved road

Fact 63

Tract 66

being Lot 66

Tract 67
Approximate
being Lot 67

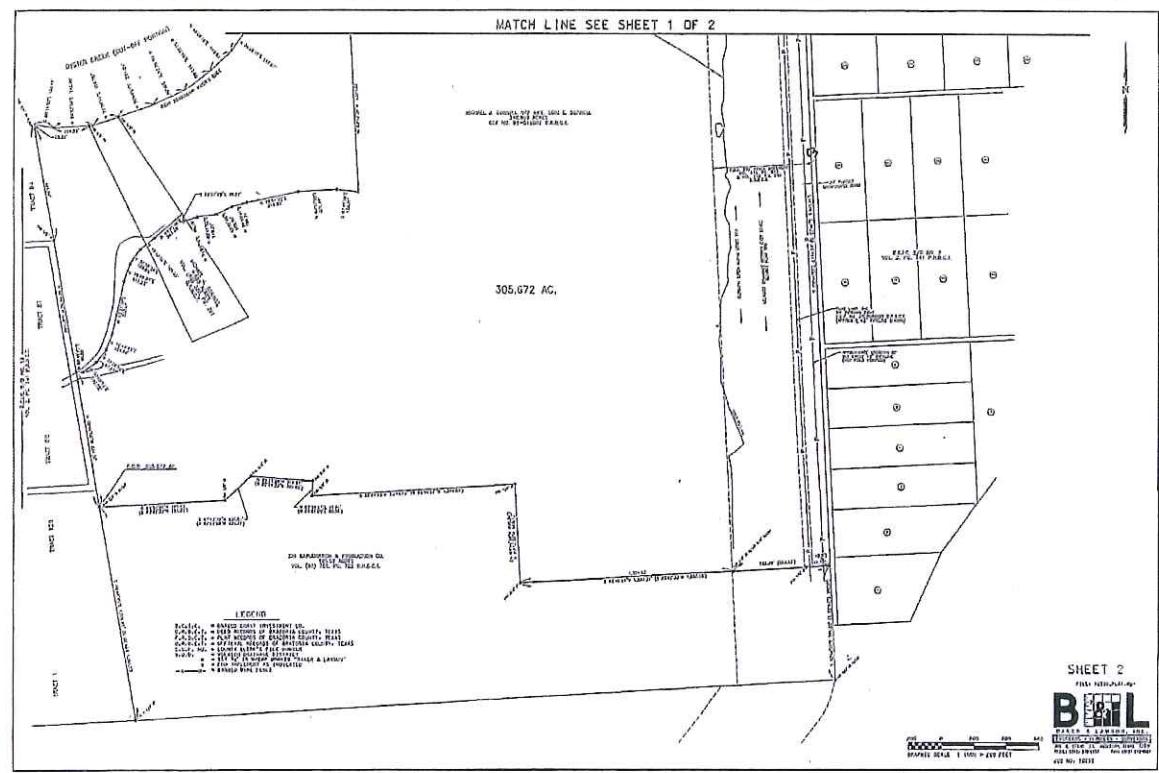
EXHIBIT

Being the semi land conveyed by Deed deemed effective as of January 3, 1975; from The Dow Chemical Company, as grantor, to Ernest H. Cockrell, et al., as grantees; filed for record in the Office of the County Clerk of Brazoria County, Texas, in Volume 1,231, page 859.

observed at the position = J.273.746-820 and $\gamma = 450.870$ 487.
The observations were made with the same instruments as those used in the observations of the two stars mentioned above, except that the telescope was replaced by a telescope of 5 inches aperture. The observations were made with the same instruments as those used in the observations of the two stars mentioned above, except that the telescope was replaced by a telescope of 5 inches aperture. The observations were made with the same instruments as those used in the observations of the two stars mentioned above, except that the telescope was replaced by a telescope of 5 inches aperture.

which sold south line, E. R.R. #17, 41.55° N., at a distance of 60,000 feet to the point of intersection with the west right-of-way of U.S. Mail Highway T.W. No. 252, set a concrete marker 416-100000-100000, which was described as "concrete marker provided to mark said point of intersection at a distance of 60,000 feet from the point of intersection of the west right-of-way of U.S. Mail Highway T.W. No. 252, set in the ground at a distance of 31,172.358215 and Y = 450 m. S 76° 45' E. This marker was found at a depth of 3 ft. 6 in." The concrete marker was found with the upper portion missing. Its use is not known.

PAGE 3 OF 4



— with and along the right secondary water course or Oyster Creek, upstream, the following specimens

Page 3 of 4

which is equal, to the point of tangency of said curve, distance, contains with said center 1400 ft. = 10 sq. 07.14 E. in S. 10 T. 45 W. to the point = 3,171.46 ft. and = 450,560 ft. from said center, which is the point of beginning, likewise and enclosing 71,671.2 acres of land of which 6,678.11 acres in the western one-half of the right-of-way of Texas & Pacific railway 7 M. Sec. 533.

BRAZORIA COUNTY, TEXAS
JARED E. GROCE 5 LEAGUES GRANT, A-66

JARED E. GROCE 5 LEAGUES GRAN, A-68

JARED E. GROCE 5 LEAGUE GRANJ, A-68

THE DOW CHEMICAL COMPANY
5,782,725
VOL 121, NO. 674
D-20,5

PIPLINE CORP. 'R'
N 31°57'20.00"
E 95°13'23.57"

FOGCA
N 31°57'20.35"
E 95°13'23.56"

PINTO ENERGY
PARTNERSHIP L.P.
DOB: NOV 20050522
D.R.B.C.

THE DOW CHEMICAL COMPANY
CALLED 1419-5199
D.R.B.C.

OYSTER CREEK

JOSEPH E. ANDREWS
3102
1010

John C. Ell

**JOSSEPH E. ADAMS
REGISTERED PROFESSIONAL LAND SURVEYOR
ID. 5162**

Page 4 of 4

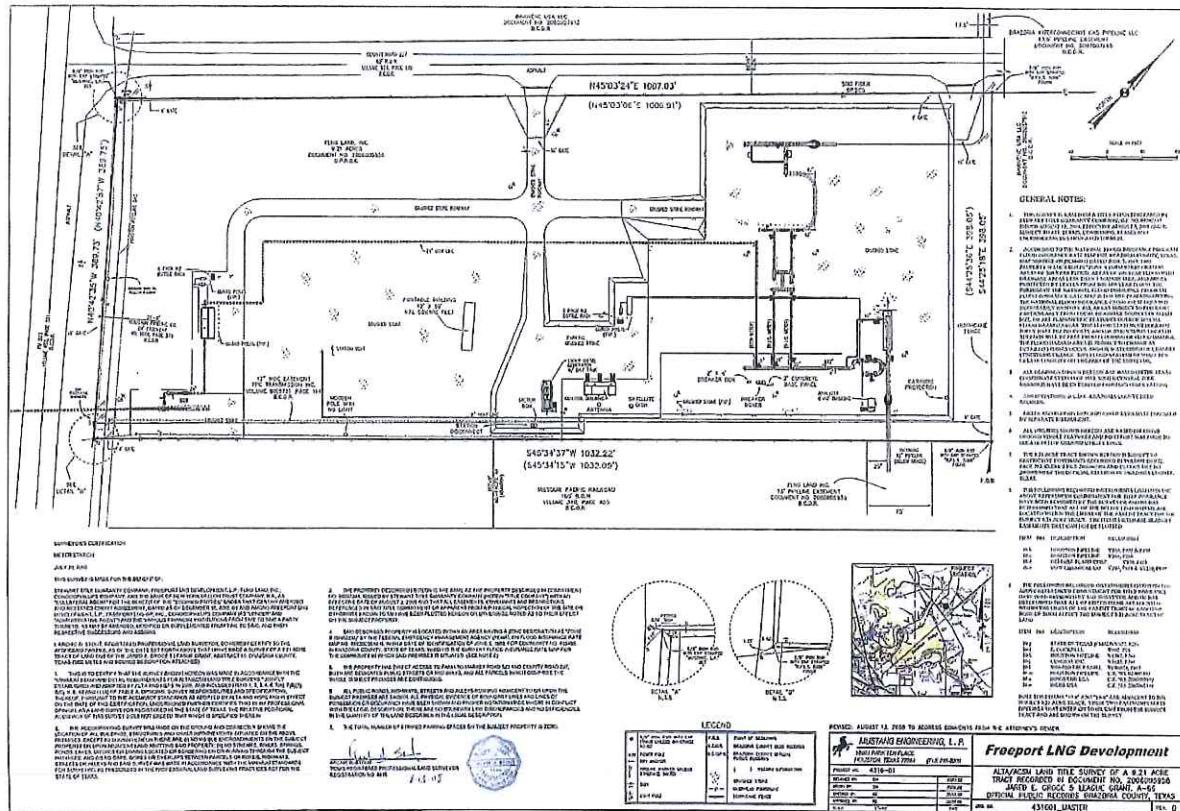


EXHIBIT A

MATERIALS

17

9.21 Acres of Land

INVOYENZE U.S.A., L.L.C.
P.O. Box 221, Acres of Land
Being a portion of a tract of land, a portion of lot #1, acre 5 League, Abstract No. 66, Hidalgo County, Texas, consisting of land being a portion of that certain #47-77 acrement described by Warranty Deed to AMOCO Pipeline Company and known as #47-77 acrement described by Warranty Deed to AMOCO Pipeline Company and known as #47-77 acrement C North American, Inc. in Volume 1121 on Page 425 of the Official Records of Hidalgo County, Texas, recorded on May 16, 1972, S-44-77 acrement was transferred to U.S. Bank, National Association, a California Lender Liability Company by Quit Claim Deed with Oil Warranty recorded in the Official Records of Hidalgo County, Texas, on April 1, 2005.

ENTRANCE IN 5-92115 W for a distance of 1.012.55 feet to a .538 inch from road with cap stamped "22LS 7005" set on the northern line of the Missouri-Pacific Railroad right-of-way for the east corner of the intersection described as follows: "at the intersection of said northeast line and a line on the northbound line of State FM Highway 22 at the intersection of said northeast line and a line on the southbound line of State FM Highway 22 as described in Volume 652 at Page 291 of the Plat Book of Mineral Wells, Texas, for the Spanish corner of the herein described 9-21 acre tract.

ENTRANCE S 45°34' 15" W along a fence built perpendicular to State FM Highway 22 for a distance of 1.032.19 feet to a .56 inch from rod stamped "22LS 5005" set at the base and on the west side of a fence on the northbound line of State FM Highway 22 as described in Volume 652 at Page 291 of the Plat Book of Mineral Wells, Texas, for the Spanish corner of the herein described 9-21 acre tract.

REFERENCE N 45°21'05" E along a fence for the southeast line of County Road 227 for a distance of 0.065.91 feet - 55 feet from road with cap stamped APR 25 50008 set said southeast line for the North corner of the herein described 9.21 acre tract.

Survey Points are points established by surveying and plotted on a map. They are used as reference points for property boundaries.

This description is based on the Land Title Survey, and plan made by J. Rick Klimmies, Registered Professional Surveyor No. 5016 on November 16, 1905.

הנִזְקָנָה בְּבֵית־הַמִּלְחָמָה

Paul Kinnane
Rick Kinnane
P.O. Box 5006
Baton Rouge December 14, 2005

457

Freeport LNG Development, L.P.
 Chapter 313 Application to Brazosport ISD
 Cummings Westlake, LLC

TAB 10

Description of all property not eligible to become qualified property (if applicable)

The existing assets on-site consist of an approximately 2.0 billion cubic feet (Bcf) per day LNG import and regassification terminal. Pipelines, an underground storage cavern, a pipeline meter station, natural gas pre-treatment facilities for three trains of liquefaction capacity (under construction) and natural gas liquefaction facilities for three trains of liquefaction capacity (under construction). These assets are owned and assessed in the name of Freeport LNG, respectively. Their project details are as follows:

LNG Import and Regassification Terminal (Existing)

- A total of seven vaporization trains and associated equipment, eight water glycol heaters, a water glycol tank, pumps, a drain drum and sump, eight intermediate exchangers and fuel gas heaters
- Marine berthing dock
- Two full-containment LNG storage tanks, each with a working capacity of 160,000 cubic meters.
- Boil off gas re-liquefaction unit
- Associated support facilities including an office building, a control room, a warehouse, an analyzer, shop buildings, fencing, roads, a VE Warming Tower, and all utilities necessary to safely operate the facility

Pipelines (Existing)

- Pipeline – approximately 10 miles of 42 inch diameter pipeline.
- Meter station and interconnection facilities
- Associated LNG import and regassification pipeline facilities, including pig launchers and receivers and block valves

Underground Storage Facility (Existing)

- Underground storage cavern at Stratton Ridge
- Compression facility
- Compression and Pretreatment Facilities (in relation to the three-train project)
(Under Construction)
 - Natural gas pre-treatment facilities (three pre-treatment trains) and associated facilities – site work commenced Fall of 2014 (pre-treatment trains 1&2) and second quarter of 2015 (third pre-treatment train)
 - Natural gas liquefaction facilities (three liquefaction trains) and associated facilities – site work commenced Fall of 2014 (pre-treatment trains 1&2) and second quarter of 2015 (third pre-treatment train)
 - Simple-cycle gas turbine generator with heat recovery – site work commenced Fall of 2014

Freeport LNG Development, L.P.
 Chapter 313 Application to Brazosport ISD
 Cummings Westlake, LLC

- A natural gas liquids pipeline, nitrogen pipeline and a boil-off gas pipeline – site work commenced Fall of 2014
- A second marine berthing dock – site work commenced Fall of 2014
- A third full-containment LNG storage tank with a working capacity of 160,000 cubic meters – site work commenced second quarter of 2015
- All associated buildings and office expansions – site work commenced Fall of 2014 (pre-treatment trains 1&2) and second quarter of 2015 (third pre-treatment train)
- Associated concrete foundations, pipe supports, piping, instrumentation, power feeds, control loops, safety systems, fire water protection, insulation, and utilities necessary to connect the new facilities to the existing terminal and to safely operate the new equipment – site work commenced Fall of 2014 (pre-treatment trains 1&2) and second quarter of 2015 (third pre-treatment train)

The most recent Brazoria County Appraisal District property values are listed below.

Parcel ID	Geographic ID	Description	Improvement Value
633140	8800-0450-000	Regas Terminal - Improvements	\$159,524,010
600945	POLL-FLING-001	Regas Terminal - TCQ, Exempt Equip	\$42,879,810
594654	8700-6001-000	1.1 Miles of Pipeline	\$1,048,900
594652	8700-6001-100	.22 Miles of Pipeline	\$209,780
594649	8700-6001-200	1.98 Miles of Pipeline	\$1,888,020
594646	8700-6001-400	6.16 Miles of pipeline	\$5,873,830
594644	8700-6001-500	1.54 Miles of Pipeline	\$1,468,480
638013	8800-0450-100	Stratton Ridge Under ground Storage Improvements	\$15,271,180
655273	ABAT-FLING-003	Liquefaction Facility	\$100,000
657639	ABAT-FLING-103	Pre-treatment Facility	\$100,000
TOTALS			\$228,263,990

TAB TO APPLICATION FOR APPRAISED VALUE LIMITATION ON QUALIFIED PROPERTY BY FREEPORT LNG DEVELOPMENT, L.P. TO BRAZOSPORT ISD

TAB TO APPLICATION FOR APPRAISED VALUE LIMITATION ON QUALIFIED PROPERTY BY FREEPORT LNG DEVELOPMENT, L.P. TO BRAZOSPORT ISD

This is NOT a Tax Statement

2015 Notice of Appraised Value	
Do Not Pay From This Notice	
Account #: 633140 Ownership %: 100.00 GEO ID: 8800-D450-000 Legal: INDUSTRIAL IMPROVEMENTS LOT BOGUSI UNIT Legal Acres: Situs: 1500 LAMAR ST QUINTANA, TX 77541 Agent ID: 544	
Property ID: 633140 - 8800-D450-000 CUMMINGS & WESTLAKE LP Agent for FREEPORT LNG 12637 LOUETTA RD STE 201 CYPRESS, TX 77429-5611	
THIS IS NOT A TAX BILL	
DATE OF NOTICE: May 26, 2015	

Dear Property Owner:
We have appraised the property listed above for the tax year 2015. As of January 1, our appraisal is outlined below.

Appraisal Information									
Proposed - 2015									
Last Year - 2014									
Structure & Improvement Market Value	159,524,010	152,305,540							
Market Value of Non AgTimber Land	0	0							
Market Value of AgTimber Land	0	0							
Market Value of Personal Property/Minerals	0	0							
Total Market Value	159,524,010	152,305,540							
Productivity Value of AgTimber Land	0	0							
Appraised Value * (Possible Homestead Limitations, see asterisk below)	0	0							
Homestead Cap Value excluding Non-Homestead Value (i.e. Ag, Commercial)	0	0							
Exemptions (DV - Disabled Vet, DP-Disabled Person, HS-Homestead, OV65-Over 65)	0	0							
Taxable Value	159,524,010	152,305,540							
2014 Taxing Unit	Proposed 2015	2015	2014	2015	2015	2015	2014	2015	2015
	Assessed Value	Exemption Amount	Taxable Value	Estimated Tax Rate	Taxes	Estimated Taxes	Tax Rate	Estimated Taxes	Taxable Value
152,305,540 VELASCO DRAIGNE DISTRICT*	0	0	159,524,010	0.0801%	156,362,25	42,879,510	0	0	159,524,010
152,305,540 BROWARD, COUNTY	0	0	159,524,010	0.4885%	159,524,010	42,879,510	0	0	159,524,010
152,305,540 BROWARD COLLEGE	0	0	159,524,010	0.2080%	159,524,010	42,879,510	0	0	159,524,010
152,305,540 PORT FREIGHT	0	0	159,524,010	0.0450%	159,524,010	42,879,510	0	0	159,524,010
152,305,540 ROAD TRADE FUND	0	0	159,524,010	0.0600%	159,524,010	42,879,510	0	0	159,524,010
152,305,540 BROWARD INDEPENDENT SC	0	0	159,524,010	1.2533%	2,002,504.89	42,879,510	0	0	159,524,010

Do NOT Pay From This Notice

Total Estimated Tax: \$3,473,947.99

The difference between the 2010 appraised value and the proposed value is 154,622%. This percentage information is required by Tax Code section 25.19(b-1). The above tax estimate uses last year's tax rates for the taxing units shown. The governing body of each unit (school board, county commissioners, and so forth) decides whether property taxes increase. The appraisal district only determines your property's value. The taxing units will set tax rates later this year.

The Texas Legislature does not set the amount of your local taxes. Your property tax burden is decided by your locally elected officials, and all inquiries concerning your taxes should be directed to those officials.

Your residence homestead is protected from future appraisal value increase in excess of 10% per year from the date of the last appraisal PLUS the value of any new improvements.

If you are age 65 or older and received the \$10,000 school tax exemption on your home last year from the school listed above, your school taxes for this year will not be higher than when you first received the \$10,000 school tax exemption on your home. If you are disabled and received the \$10,000 school tax exemption from the school listed above, your school taxes for this year will not be higher than the 2003 taxes or the first year you received the exemption if the first year you received the exemption. If you are a surviving spouse age 65 or older, you may retain the school, county, city, or junior college tax ceiling. Enclosed are copies of the following documents published by the Texas Comptroller of Public Accounts: (1) Property Taxpayer Remedies; and (2) Notice of Protest.

If you have any questions or need more information, please contact the appraisal district office at 979-849-7792 or at the address shown above.

To appeal, you must file a WRITTEN protest with the ARB before the deadline date:
Deadline for filing a protest: June 25, 2015
Location of Hearings: 500 N CHENANGO ANGLETON TX 77515
ARB will begin hearings: April 28, 2015

THIS IS NOT A BILL

This is NOT a Tax Statement

2015 Notice of Appraised Value	
Do Not Pay From This Notice	
Account #: 600945 Ownership %: 100.00 GEO ID: POLL-FLNG-001 Legal: POLLUTION CONTROL LOT TCEQ EXEMPT EQUIPMENT Legal Acres: Situs: 1500 LAMAR ST QUINTANA, Agent ID: 544	
THIS IS NOT A TAX BILL	
DATE OF NOTICE: May 26, 2015	

Statement

2015 Notice of Appraised Value

Do Not Pay From This Notice

Account #: 600945
Ownership %: 100.00
GEO ID: POLL-FLNG-001
Legal: POLLUTION CONTROL LOT TCEQ EXEMPT EQUIPMENT
Legal Acres:
Situs: 1500 LAMAR ST QUINTANA,
Agent ID: 544

THIS IS NOT A TAX BILL

DATE OF NOTICE: May 26, 2015

Property ID: 600945 - POLL-FLNG-001
CUMMINGS & WESTLAKE LP
Agent for FREEPORT LNG
12637 LOUETTA RD STE 201
CYPRESS, TX 77429-5611

THIS IS NOT A TAX BILL

DATE OF NOTICE: May 26, 2015

Dear Property Owner:
We have appraised the property listed above for the tax year 2015. As of January 1, our appraisal is outlined below.

Appraisal Information									
Proposed - 2015									
Last Year - 2014									
Structure & Improvement Market Value	159,524,010	152,305,540							
Market Value of Non AgTimber Land	0	0							
Market Value of AgTimber Land	0	0							
Market Value of Personal Property/Minerals	0	0							
Total Market Value	159,524,010	152,305,540							
Productivity Value of AgTimber Land	0	0							
Appraised Value * (Possible Homestead Limitations, see asterisk below)	0	0							
Homestead Cap Value excluding Non-Homestead Value (i.e. Ag, Commercial)	0	0							
Exemptions (DV - Disabled Vet, DP-Disabled Person, HS-Homestead, OV65-Over 65)	0	0							
Taxable Value	159,524,010	152,305,540							
2014 Taxing Unit	Proposed 2015	2015	2014	2015	2015	2015	2014	2015	2015
	Assessed Value	Exemption Amount	Taxable Value	Estimated Tax Rate	Taxes	Estimated Taxes	Tax Rate	Estimated Taxes	Taxable Value
152,305,540 VELASCO DRAIGNE DISTRICT*	0	0	159,524,010	0.0801%	156,362,25	42,879,510	0	0	159,524,010
152,305,540 BROWARD, COUNTY	0	0	159,524,010	0.4885%	159,524,010	42,879,510	0	0	159,524,010
152,305,540 BROWARD COLLEGE	0	0	159,524,010	0.2080%	159,524,010	42,879,510	0	0	159,524,010
152,305,540 PORT FREIGHT	0	0	159,524,010	0.0450%	159,524,010	42,879,510	0	0	159,524,010
152,305,540 ROAD TRADE FUND	0	0	159,524,010	0.0600%	159,524,010	42,879,510	0	0	159,524,010
152,305,540 BROWARD INDEPENDENT SC	0	0	159,524,010	1.2533%	2,002,504.89	42,879,510	0	0	159,524,010

Do NOT Pay From This Notice

Total Estimated Tax: \$0.00

The difference between the 2010 appraised value and the proposed value is 154,622%. This percentage information is required by Tax Code section 25.19(b-1). The above tax estimates use last year's tax rates for the taxing units shown. The governing body of each unit (school board, county commissioners, and so forth) decides whether property taxes increase. The appraisal district only determines your property's value. The taxing units will set tax rates later this year.

The Texas Legislature does not set the amount of your local taxes. Your property tax burden is decided by your locally elected officials, and all inquiries concerning your taxes should be directed to those officials.

Your residence homestead is protected from future appraisal value increase in excess of 10% per year from the date of the last appraisal PLUS the value of any new improvements.

If you are age 65 or older and received the \$10,000 school tax exemption on your home last year from the school listed above, your school taxes for this year will not be higher than when you first received the \$10,000 school tax exemption on your home. If you are disabled and received the \$10,000 school tax exemption from the school listed above, your school taxes for this year will not be higher than the 2003 taxes or the first year you received the exemption if the first year you received the exemption. If you are a surviving spouse age 65 or older, you may retain the school, county, city, or junior college tax ceiling. Enclosed are copies of the following documents published by the Texas Comptroller of Public Accounts: (1) Property Taxpayer Remedies; and (2) Notice of Protest.

If you have any questions or need more information, please contact the appraisal district office at 979-849-7792 or at the address shown above.

To appeal, you must file a WRITTEN protest with the ARB before the deadline date:
Deadline for filing a protest: June 25, 2015
Location of Hearings: 500 N CHENANGO ANGLETON TX 77515
ARB will begin hearings: April 28, 2015

THIS IS NOT A BILL

Statement

2015 Notice of Appraised Value

Do Not Pay From This Notice

Account #: 600945
Ownership %: 100.00
GEO ID: POLL-FLNG-001
Legal: POLLUTION CONTROL LOT TCEQ EXEMPT EQUIPMENT
Legal Acres:
Situs: 1500 LAMAR ST QUINTANA,
Agent ID: 544

THIS IS NOT A TAX BILL

DATE OF NOTICE: May 26, 2015

Statement

2015 Notice of Appraised Value

Do Not Pay From This Notice

Account #: 600945
Ownership %: 100.00
GEO ID: POLL-FLNG-001
Legal: POLLUTION CONTROL LOT TCEQ EXEMPT EQUIPMENT
Legal Acres:
Situs: 1500 LAMAR ST QUINTANA,
Agent ID: 544

THIS IS NOT A TAX BILL

DATE OF NOTICE: May 26, 2015

Property ID: 600945 - POLL-FLNG-001

CUMMINGS & WESTLAKE LP
Agent for FREEPORT LNG
12637 LOUETTA RD STE 201
CYPRESS, TX 77429-5611

THIS IS NOT A TAX BILL

DATE OF NOTICE: May 26, 2015

Do NOT Pay From This Notice

Total Estimated Tax: \$0.00

The difference between the 2010 appraised value and the proposed value is 154,622%. This percentage information is required by Tax Code section 25.19(b-1). The above tax estimates use last year's tax rates for the taxing units shown. The governing body of each unit (school board, county commissioners, and so forth) decides whether property taxes increase. The appraisal district only determines your property's value. The taxing units will set tax rates later this year.

The Texas Legislature does not set the amount of your local taxes. Your property tax burden is decided by your locally elected officials, and all inquiries concerning your taxes should be directed to those officials.

Your residence homestead is protected from future appraisal value increase in excess of 10% per year from the date of the last appraisal PLUS the value of any new improvements.

If you are age 65 or older and received the \$10,000 school tax exemption on your home last year from the school listed above, your school taxes for this year will not be higher than when you first received the \$10,000 school tax exemption on your home. If you are disabled and received the \$10,000 school tax exemption from the school listed above, your school taxes for this year will not be higher than the 2003 taxes or the first year you received the exemption if the first year you received the exemption. If you are a surviving spouse age 65 or older, you may retain the school, county, city, or junior college tax ceiling. Enclosed are copies of the following documents published by the Texas Comptroller of Public Accounts: (1) Property Taxpayer Remedies; and (2) Notice of Protest.

If you have any questions or need more information, please contact the appraisal district office at 979-849-7792 or at the address shown above.

To appeal, you must file a WRITTEN protest with the ARB before the deadline date:
Deadline for filing a protest: June 25, 2015
Location of Hearings: 500 N CHENANGO ANGLETON TX 77515
ARB will begin hearings: April 28, 2015

THIS IS NOT A BILL

Statement

2015 Notice of Appraised Value

Do Not Pay From This Notice

Account #: 600945
Ownership %: 100.00
GEO ID: POLL-FLNG-001
Legal: POLLUTION CONTROL LOT TCEQ EXEMPT EQUIPMENT
Legal Acres:
Situs: 1500 LAMAR ST QUINTANA,
Agent ID: 544

THIS IS NOT A TAX BILL

DATE OF NOTICE: May 26, 2015

Statement

2015 Notice of Appraised Value

Do Not Pay From This Notice

Account #: 600945
Ownership %: 100.00
GEO ID: POLL-FLNG-001
Legal: POLLUTION CONTROL LOT TCEQ EXEMPT EQUIPMENT
Legal Acres:
Situs: 1500 LAMAR ST QUINTANA,
Agent ID: 544

THIS IS NOT A TAX BILL

DATE OF NOTICE: May 26, 2015

Property ID: 600945 - POLL-FLNG-001

CUMMINGS & WESTLAKE LP
Agent for FREEPORT LNG
12637 LOUETTA RD STE 201
CYPRESS, TX 77429-5611

THIS IS NOT A TAX BILL

DATE OF NOTICE: May 26, 2015

Do NOT Pay From This Notice

Total Estimated Tax: \$0.00

The difference between the 2010 appraised value and the proposed value is 154,622%. This percentage information is required by Tax Code section 25.19(b-1). The above tax estimates use last year's tax rates for the taxing units shown. The governing body of each unit (school board, county commissioners, and so forth) decides whether property taxes increase. The appraisal district only determines your property's value. The taxing units will set tax rates later this year.

The Texas Legislature does not set the amount of your local taxes. Your property tax burden is decided by your locally elected officials, and all inquiries concerning your taxes should be directed to those officials.

Your residence homestead is protected from future appraisal value increase in excess of 10% per year from the date of the last appraisal PLUS the value of any new improvements.

If you are age 65 or older and received the \$10,000 school tax exemption on your home last year from the school listed above, your school taxes for this year will not be higher than when you first received the \$10,000 school tax exemption on your home. If you are disabled and received the \$10,000 school tax exemption from the school listed above, your school taxes for this year will not be higher than the 2003 taxes or the first year you received the exemption if the first year you received the exemption. If you are a surviving spouse age 65 or older, you may retain the school, county, city, or junior college tax ceiling. Enclosed are copies of the following documents published by the Texas Comptroller of Public Accounts: (1) Property Taxpayer Remedies; and (2) Notice of Protest.

If you have any questions or need more information, please contact the appraisal district office at 979-849-7792 or at the address shown above.

To appeal, you must file a WRITTEN protest with the ARB before the deadline date:
Deadline for filing a protest: June 25, 2015
Location of Hearings: 500 N CHENANGO ANGLETON TX 77515
ARB will begin hearings: April 28, 2015

THIS IS NOT A BILL

Statement

2015 Notice of Appraised Value

Do Not Pay From This Notice

Account #: 600945
Ownership %: 100.00
GEO ID: POLL-FLNG-001
Legal: POLLUTION CONTROL LOT TCEQ EXEMPT EQUIPMENT
Legal Acres:
Situs: 1500 LAMAR ST QUINTANA,
Agent ID: 544

THIS IS NOT A TAX BILL

DATE OF NOTICE: May 26, 2015

Statement

2015 Notice of Appraised Value

Do Not Pay From This Notice

Account #: 600945
Ownership %: 100.00
GEO ID: POLL-FLNG-001
Legal: POLLUTION CONTROL LOT TCEQ EXEMPT EQUIPMENT
Legal Acres:
Situs: 1500 LAMAR ST QUINTANA,
Agent ID: 544

THIS IS NOT A TAX BILL

DATE OF NOTICE: May 26, 2015

Property ID: 600945 - POLL-FLNG-001

CUMMINGS & WESTLAKE LP
Agent for FREEPORT LNG
12637 LOUETTA RD STE 201
CYPRESS, TX 77429-5611

THIS IS NOT A TAX BILL

DATE OF NOTICE: May 26, 2015

Do NOT Pay From This Notice

Total Estimated Tax: \$0.00

The difference between the 2010 appraised value and the proposed value is 154,622%. This percentage information is required by Tax Code section 25.19(b-1). The above tax estimates use last year's tax rates for the taxing units shown. The governing body of each unit (school board, county commissioners, and so forth) decides whether property taxes increase. The appraisal district only determines your property's value. The taxing units will set tax rates later this year.

The Texas Legislature does not set the amount of your local taxes. Your property tax burden is decided by your locally elected officials, and all inquiries concerning your taxes should be directed to those officials.

Your residence homestead is protected from future appraisal value increase in excess of 10% per year from the date of the last appraisal PLUS the value of any new improvements.

If you are age 65 or older and received the \$10,000 school tax exemption on your home last year from the school listed above, your school taxes for this year will not be higher than when you first received the \$10,000 school tax exemption on your home. If you are disabled and received the \$10,000 school tax exemption from the school listed above, your school taxes for this year will not be higher than the 2003 taxes or the first year you received the exemption if the first year you received the exemption. If you are a surviving spouse age 65 or older, you may retain the school, county, city, or junior college tax ceiling. Enclosed are copies of the following documents published by the Texas Comptroller of Public Accounts: (1) Property Taxpayer Remedies; and (2) Notice of Protest.

If you have any questions or need more information, please contact the appraisal district office at 979-849-7792 or at the address shown above.

To appeal, you must file a WRITTEN protest with the ARB before the deadline date:
Deadline for filing a protest: June 25, 2015
Location of Hearings: 500 N CHENANGO ANGLETON TX 77515
ARB will begin hearings: April 28, 2015

THIS IS NOT A BILL

Statement

2015 Notice of Appraised Value

Do Not Pay From This Notice

Account #: 600945
Ownership %: 100.00
GEO ID: POLL-FLNG-001
Legal: POLLUTION CONTROL LOT TCEQ EXEMPT EQUIPMENT
Legal Acres:
Situs: 1500 LAMAR ST QUINTANA,
Agent ID: 544

THIS IS NOT A TAX BILL

DATE OF NOTICE: May 26, 2015

Statement

2015 Notice of Appraised Value

Do Not Pay From This Notice

Account #: 600945
Ownership %: 100.00
GEO ID: POLL-FLNG-001
Legal: POLLUTION CONTROL LOT TCEQ EXEMPT EQUIPMENT
Legal Acres:
Situs: 1500 LAMAR ST QUINTANA,
Agent ID: 544

THIS IS NOT A TAX BILL

DATE OF NOTICE: May 26, 2015

Property ID: 600945 - POLL-FLNG-001

This is NOT a Tax Statement

2C-1 Notice of Appraised Value

BRAZORIA COUNTY APPRAISAL DISTRICT
500 N CHENANGO
ANGLETON, TX 77515-4650
Phone: 979-849-7792 Houston: (281) 755-1388 Brazosport: (979) 388-1388
Fax: 979-849-7844 DATE OF NOTICE: May 26, 2015

This is NOT a Tax Statement

2C-3 Notice of Appraised Value

BRAZORIA COUNTY APPRAISAL DISTRICT
500 N CHENANGO
ANGLETON, TX 77515-4650
Phone: 979-849-7792 Houston: (281) 755-1388 Brazosport: (979) 388-1388
Fax: 979-849-7844 DATE OF NOTICE: May 26, 2015

Property ID: 594654 - 8700-8001-000
CUMMING & WESTLAKE, LP
Agent for FREEPORT LNG DEVELOPMENT LP
12837 LOUETTA RD STE 201
CYPRESS, TX 77429-3511

THIS IS NOT A TAX BILL

Appraisal Information									
Proposed - 2015									
Structure & Improvement	Market Value	Last Year - 2014							
Market Value of Non Ag/ Timber Land	0	0							
Market Value of Ag/Timber Land	0	0							
Market Value of Personal Property/Minerals	0	0							
Total Market Value	1,048,900	1,048,900							
Productivity Value of Ag/Timber Land	0	0							
Appraised Value *	1,048,900	1,048,900							
Homestead Cap Value excluding Non-Homestead Value (i.e., Ag, Commercial)	0	0							
Exemptions (DV - Disabled Vet, DP-Disabled Person, HS-Homestead, OV65-Over 65)	0	0							
2014 Taxing Unit									
Taxable Value	Proposed Assessed Value	2015 Taxable Value	2015 Exemption Amount	2015 Tax Rate	2014 Estimated Taxes	2015 Estimated Taxes	2014 Tax Rate	2014 Estimated Taxes	2015 Estimated Taxes
1,048,900 CITY OF OYSTER CREEK	0	1,048,900	0	4,995.89	4,995.89	0	209,780	0.058033	205,53
1,048,900 VELASCO DRAINS DISTRICT	0	1,048,900	0	1,048,900	1,048,900	0	209,780	0.435000	919,89
1,048,900 BRAZORIA COUNTY	0	1,048,900	0	1,048,900	1,048,900	0	209,780	0.289878	519,23
1,048,900 BUCKSPORT COLLEGE	0	1,048,900	0	1,048,900	1,048,900	0	209,780	0.045000	94,41
1,048,900 PORT TERRACE	0	1,048,900	0	1,048,900	1,048,900	0	209,780	0.050000	155,76
1,048,900 STATE SERVICE FUND	0	1,048,900	0	1,048,900	1,048,900	0	209,780	1,253500	2,633,37
1,048,900 MEDICALCARE INDEPENDENT SC	0	1,048,900	0	1,048,900	1,048,900	0	209,780	0	0

Do NOT Pay From This Notice Total Estimated Tax: \$27,838.75

The difference between the 2010 appraised value and the proposed "last year" tax rate for the taxing units shown. The percentage is required by Tax Code section 25.1(b)(1). The above tax estimates use last year's tax rate for the taxing unit (school board, county commissioners, and so forth) to decide whether property taxes increase. The appraisal district only determines your property's value.

The Texas Legislature does not set the amount of your local taxes. Your property tax burden is decided by your locally elected officials, and all inquiries concerning your taxes should be directed to those officials.

"Your residence homestead is protected from future appraisal value increases in excess of 10% per year from the date of the last appraisal PLUS the value of any new improvements.

** If you are age 65 or older and received the \$10,000 school tax exemption on your home last year from the school listed above, your school taxes for this year will not be higher than when you first received the \$10,000 school tax exemption on your home last year from the school listed above, you school taxes for this year will not be higher than the 2003 taxes or the first year you received the exemption, whichever is later. If your county, city, or junior college has approved a limitation on your taxes in the preceding year, your county, city, or junior college approved the limitation or the first year you qualified for the limitation. If you improved your property (by adding rooms or buildings, for example) your school, county, city, or junior college tax ceiling may increase for these improvements. If you are a surviving spouse age 65 or older, you may retain the school, county, city, or junior college tax ceiling.

Enclosed are copies of the following documents published by the Texas Comptroller of Public Accounts: (1) Property Taxpayer Remedies, and (2) Notice of Protest. If you have any questions or need more information, please contact the appraisal district office at 979-849-7792 or at the address shown above.

To appeal, you must file a WRITTEN protest with the ARB before the deadline date:
Deadline for filing a protest: June 25, 2015
Location of Hearings: 500 N CHENANGO ANGLETON TX 77515
ARB will begin hearings: April 28, 2015

THIS IS NOT A BILL

This is NOT a Tax Statement

2C-3 Notice of Appraised Value

BRAZORIA COUNTY APPRAISAL DISTRICT
500 N CHENANGO
ANGLETON, TX 77515-4650
Phone: 979-849-7792 Houston: (281) 755-1388 Brazosport: (979) 388-1388
Fax: 979-849-7844 DATE OF NOTICE: May 26, 2015

This is NOT a Tax Statement

2C-1 Notice of Appraised Value

BRAZORIA COUNTY APPRAISAL DISTRICT
500 N CHENANGO
ANGLETON, TX 77515-4650
Phone: 979-849-7792 Houston: (281) 755-1388 Brazosport: (979) 388-1388
Fax: 979-849-7844 DATE OF NOTICE: May 26, 2015

This is NOT a Tax Statement

2C-3 Notice of Appraised Value

BRAZORIA COUNTY APPRAISAL DISTRICT
500 N CHENANGO
ANGLETON, TX 77515-4650
Phone: 979-849-7792 Houston: (281) 755-1388 Brazosport: (979) 388-1388
Fax: 979-849-7844 DATE OF NOTICE: May 26, 2015

This is NOT a Tax Statement

2C-1 Notice of Appraised Value

BRAZORIA COUNTY APPRAISAL DISTRICT
500 N CHENANGO
ANGLETON, TX 77515-4650
Phone: 979-849-7792 Houston: (281) 755-1388 Brazosport: (979) 388-1388
Fax: 979-849-7844 DATE OF NOTICE: May 26, 2015

This is NOT a Tax Statement

2C-3 Notice of Appraised Value

BRAZORIA COUNTY APPRAISAL DISTRICT
500 N CHENANGO
ANGLETON, TX 77515-4650
Phone: 979-849-7792 Houston: (281) 755-1388 Brazosport: (979) 388-1388
Fax: 979-849-7844 DATE OF NOTICE: May 26, 2015

This is NOT a Tax Statement

2C-1 Notice of Appraised Value

BRAZORIA COUNTY APPRAISAL DISTRICT
500 N CHENANGO
ANGLETON, TX 77515-4650
Phone: 979-849-7792 Houston: (281) 755-1388 Brazosport: (979) 388-1388
Fax: 979-849-7844 DATE OF NOTICE: May 26, 2015

This is NOT a Tax Statement

2C-3 Notice of Appraised Value

BRAZORIA COUNTY APPRAISAL DISTRICT
500 N CHENANGO
ANGLETON, TX 77515-4650
Phone: 979-849-7792 Houston: (281) 755-1388 Brazosport: (979) 388-1388
Fax: 979-849-7844 DATE OF NOTICE: May 26, 2015

This is NOT a Tax Statement

2C-1 Notice of Appraised Value

BRAZORIA COUNTY APPRAISAL DISTRICT
500 N CHENANGO
ANGLETON, TX 77515-4650
Phone: 979-849-7792 Houston: (281) 755-1388 Brazosport: (979) 388-1388
Fax: 979-849-7844 DATE OF NOTICE: May 26, 2015

This is NOT a Tax Statement

2C-3 Notice of Appraised Value

BRAZORIA COUNTY APPRAISAL DISTRICT
500 N CHENANGO
ANGLETON, TX 77515-4650
Phone: 979-849-7792 Houston: (281) 755-1388 Brazosport: (979) 388-1388
Fax: 979-849-7844 DATE OF NOTICE: May 26, 2015

This is NOT a Tax Statement

2C-1 Notice of Appraised Value

BRAZORIA COUNTY APPRAISAL DISTRICT
500 N CHENANGO
ANGLETON, TX 77515-4650
Phone: 979-849-7792 Houston: (281) 755-1388 Brazosport: (979) 388-1388
Fax: 979-849-7844 DATE OF NOTICE: May 26, 2015

This is NOT a Tax Statement

2C-3 Notice of Appraised Value

BRAZORIA COUNTY APPRAISAL DISTRICT
500 N CHENANGO
ANGLETON, TX 77515-4650
Phone: 979-849-7792 Houston: (281) 755-1388 Brazosport: (979) 388-1388
Fax: 979-849-7844 DATE OF NOTICE: May 26, 2015

This is NOT a Tax Statement

2C-1 Notice of Appraised Value

BRAZORIA COUNTY APPRAISAL DISTRICT
500 N CHENANGO
ANGLETON, TX 77515-4650
Phone: 979-849-7792 Houston: (281) 755-1388 Brazosport: (979) 388-1388
Fax: 979-849-7844 DATE OF NOTICE: May 26, 2015

This is NOT a Tax Statement

2C-3 Notice of Appraised Value

BRAZORIA COUNTY APPRAISAL DISTRICT
500 N CHENANGO
ANGLETON, TX 77515-4650
Phone: 979-849-7792 Houston: (281) 755-1388 Brazosport: (979) 388-1388
Fax: 979-849-7844 DATE OF NOTICE: May 26, 2015

This is NOT a Tax Statement

2C-1 Notice of Appraised Value

BRAZORIA COUNTY APPRAISAL DISTRICT
500 N CHENANGO
ANGLETON, TX 77515-4650
Phone: 979-849-7792 Houston: (281) 755-1388 Brazosport: (979) 388-1388
Fax: 979-849-7844 DATE OF NOTICE: May 26, 2015

This is NOT a Tax Statement

2C-3 Notice of Appraised Value

BRAZORIA COUNTY APPRAISAL DISTRICT
500 N CHENANGO
ANGLETON, TX 77515-4650
Phone: 979-849-7792 Houston: (281) 755-1388 Brazosport: (979) 388-1388
Fax: 979-849-7844 DATE OF NOTICE: May 26, 2015

This is NOT a Tax Statement

2C-1 Notice of Appraised Value

BRAZORIA COUNTY APPRAISAL DISTRICT
500 N CHENANGO
ANGLETON, TX 77515-4650
Phone: 979-849-7792 Houston: (281) 755-1388 Brazosport: (979) 388-1388
Fax: 979-849-7844 DATE OF NOTICE: May 26, 2015

This is NOT a Tax Statement

2C-3 Notice of Appraised Value

BRAZORIA COUNTY APPRAISAL DISTRICT
500 N CHENANGO
ANGLETON, TX 77515-4650
Phone: 979-849-7792 Houston: (281) 755-1388 Brazosport: (979) 388-1388
Fax: 979-849-7844 DATE OF NOTICE: May 26, 2015

This is NOT a Tax Statement

2C-1 Notice of Appraised Value

BRAZORIA COUNTY APPRAISAL DISTRICT
500 N CHENANGO
ANGLETON, TX 77515-4650
Phone: 979-849-7792 Houston: (281) 755-1388 Brazosport: (979) 388-1388
Fax: 979-849-7844 DATE OF NOTICE: May 26, 2015

This is NOT a Tax Statement

2C-3 Notice of Appraised Value

BRAZORIA COUNTY APPRAISAL DISTRICT
500 N CHENANGO
ANGLETON, TX 77515-4650
Phone: 979-849-7792 Houston: (281) 755-1388 Brazosport: (979) 388-1388
Fax: 979-849-7844 DATE OF NOTICE: May 26, 2015

This is NOT a Tax Statement

2C-1 Notice of Appraised Value

BRAZORIA COUNTY APPRAISAL DISTRICT
500 N CHENANGO
ANGLETON, TX 77515-4650
Phone: 979-849-7792 Houston: (281) 755-1388 Brazosport: (979) 388-1388
Fax: 979-849-7844 DATE OF NOTICE: May 26, 2015

This is NOT a Tax Statement

2C-3 Notice of Appraised Value

BRAZORIA COUNTY APPRAISAL DISTRICT
500 N CHENANGO
ANGLETON, TX 77515-4650
Phone: 979-849-7792 Houston: (281) 755-1388 Brazosport: (979) 388-1388
Fax: 979-849-7844 DATE OF NOTICE: May 26, 2015

This is NOT a Tax Statement

2C-1 Notice of Appraised Value

BRAZORIA COUNTY APPRAISAL DISTRICT
500 N CHENANGO
ANGLETON, TX 77515-4650
Phone: 979-849-7792 Houston: (281) 755-1388 Brazosport: (979) 388-1388
Fax: 979-849-7844 DATE OF NOTICE: May 26, 2015

This is NOT a Tax Statement

2C-3 Notice of Appraised Value

BRAZORIA COUNTY APPRAISAL DISTRICT
500 N CHENANGO
ANGLETON, TX 77515-4650
Phone: 979-849-7792 Houston: (281) 755-1388 Brazosport: (979) 388-1388
Fax: 979-849-7844 DATE OF NOTICE: May 26, 2015

This is NOT a Tax Statement

2C-1 Notice of Appraised Value

BRAZORIA COUNTY APPRAISAL DISTRICT
500 N CHENANGO
ANGLETON, TX 77515-4650
Phone: 979-849-7792 Houston: (281) 755-1388 Brazosport: (979) 388-1388
Fax: 979-849-7844 DATE OF NOTICE: May 26, 2015

This is NOT a Tax Statement

2C-3 Notice of Appraised Value

BRAZORIA COUNTY APPRAISAL DISTRICT
500 N CHENANGO
ANGLETON, TX 77515-4650
Phone: 979-849-7792 Houston: (281) 755-1388 Brazosport: (979) 388-1388
Fax: 979-849-7844 DATE OF NOTICE: May 26, 2015

This is NOT a Tax Statement

2C-1 Notice of Appraised Value

BRAZORIA COUNTY APPRAISAL DISTRICT
500 N CHENANGO
ANGLETON, TX 77515-4650
Phone: 979-849-7792 Houston: (281) 755-1388 Brazosport: (979) 388-1388
Fax: 979-849-7844 DATE OF NOTICE: May 26, 2015

This is NOT a Tax Statement

2C-3 Notice of Appraised Value

BRAZORIA COUNTY APPRAISAL DISTRICT
500 N CHENANGO
ANGLETON, TX 77515-4650
Phone: 979-849-7792 Houston: (281) 755-1388 Brazosport: (979) 388-1388
Fax: 979-849-7844 DATE OF NOTICE: May 26, 2015

This is NOT a Tax Statement

2C-1 Notice of Appraised Value

BRAZORIA COUNTY APPRAISAL DISTRICT
500 N CHENANGO
ANGLETON, TX 77515-4650
Phone: 979-849-7792 Houston: (281) 755-1388 Brazosport: (979) 388-1388
Fax: 979-849-7844 DATE OF NOTICE: May 26, 2015

This is NOT a Tax Statement

2C-3 Notice of Appraised Value

BRAZORIA COUNTY APPRAISAL DISTRICT
500 N CHENANGO
ANGLETON, TX 77515-4650
Phone: 979-849-7792 Houston: (281) 755-1388 Brazosport: (979) 388-1388
Fax: 979-849-7844 DATE OF NOTICE: May 26, 2015

This is NOT a Tax Statement

2C-1 Notice of Appraised Value

BRAZORIA COUNTY APPRAISAL DISTRICT
500 N CHENANGO
ANGLETON, TX 77515-4650
Phone: 979-849-7792 Houston: (281) 755-1388 Brazosport: (979) 388-1388
Fax: 979-849-7844 DATE OF NOTICE: May 26, 2015

This is NOT a Tax Statement

2C-3 Notice of Appraised Value

BRAZORIA COUNTY APPRAISAL DISTRICT
500 N CHENANGO
ANGLETON, TX 77515-4650
Phone: 979-849-7792 Houston: (281) 755-1388 Brazosport: (979) 388-1388
Fax: 979-849-7844 DATE OF NOTICE: May 26, 2015

This is NOT a Tax Statement

2C-1 Notice of Appraised Value

BRAZORIA COUNTY APPRAISAL DISTRICT
500 N CHENANGO
ANGLETON, TX 77515-4650
Phone: 979-849-7792 Houston: (281) 755-1388 Brazosport: (979) 388-1388
Fax: 979-849-7844 DATE OF NOTICE: May 26, 2015

This is NOT a Tax Statement

2C-3 Notice of Appraised Value

BRAZORIA COUNTY APPRAISAL DISTRICT
500 N CHENANGO
ANGLETON, TX 77515-4650
Phone: 979-849-7792 Houston: (281) 755-1388 Brazosport: (979) 388-1388
Fax: 979-849-7844 DATE OF NOTICE: May 26, 2015

This is NOT a Tax Statement

2C-1 Notice of Appraised Value

BRAZORIA COUNTY APPRAISAL DISTRICT
500 N CHENANGO
ANGLETON, TX 77515-4650
Phone: 979-849-7792 Houston: (281) 755-1388 Brazosport: (979) 388-1388
Fax: 979-849-7844 DATE OF NOTICE: May 26, 2015

This is NOT a Tax Statement

2C-3 Notice of Appraised Value

BRAZORIA COUNTY APPRAISAL DISTRICT
500 N CHENANGO
ANGLETON, TX 77515-4650
Phone: 979-849-7792 Houston: (281) 755-1388 Brazosport: (979) 388-1388
Fax: 979-849-7844 DATE OF NOTICE: May 26, 2015

This is NOT a Tax Statement

2C-1 Notice of Appraised Value

BRAZORIA COUNTY APPRAISAL DISTRICT
500 N CHENANGO
ANGLETON, TX 77515-4650
Phone: 979-849-7792 Houston: (281) 755-1388 Brazosport: (979) 388-1388
Fax: 979-849-7844 DATE OF NOTICE: May 26, 2015

This is NOT a Tax Statement

2C-3 Notice of Appraised Value

BRAZORIA COUNTY APPRAISAL DISTRICT
500 N CHENANGO
ANGLETON, TX 77515-4650
Phone: 979-849-7792 Houston: (281) 755-1388 Brazosport: (979) 388-1388
Fax: 979-849-7844 DATE OF NOTICE: May 26, 2015

This is NOT a Tax Statement

2C-1 Notice of Appraised Value

BRAZORIA COUNTY APPRAISAL DISTRICT
500 N CHENANGO
ANGLETON, TX 77515-4650
Phone: 979-849-7792 Houston: (281) 755-1388 Brazosport: (979) 388-1388
Fax: 979-849-7844 DATE OF NOTICE: May 26, 2015

This is NOT A Tax Statement

2C-1 Notice of Appraised Value	
BRAZORIA COUNTY APPRAISAL DISTRICT	
500 N CHENANGO ANGLETON, TX 77515-4650	
Phone: 979-849-7792 Houston: (281) 758-1388 Brazosport: (979) 388-1388	
Fax: 979-849-7984	
DATE OF NOTICE: May 26, 2015	

Property ID: SA04649 - 8700-6001-200
CUMMING'S & WESTLAKE LP
Agent for: FREEPORT LNG DEVELOPMENT LP
12827 LOUETTA RD STE 201
CYPRESS, TX 77428-3611

THIS IS NOT A TAX BILL

Dear Property Owner:
We have appraised the property listed above for the tax year 2015. As of January 1, our appraisal is outlined below.

Appraisal Information						
Proposed - 2015						
Last Year - 2014						
Structure & Improvement Market Value						
Market Value of Non Ag/Timber Land	0	0				
Market Value of Ag/Timber Land	0	0				
Market Value of Personal Property/Minerals	0	0				
Total Market Value	1,868,020	1,888,020				
Productivity Value of Ag/Timber Land						
Appraised Value - * (Possible Homestead Limitations, see asterisk below)	0	0				
Homestead Cap Value (excluding Non-Homestead Value (i.e. Ag, Commercial))	1,868,020	1,868,020				
Exemptions (DV - Disabled Vet DP-Disabled Person HS-Homestead; OV65-Dover 65)	0	0				
Proposed - 2015						
Taxable Value						
2014 Taxable Value						
2015 Taxable Value						
Estimated Taxes						
2014 Estimated Taxes						
2015 Estimated Taxes						
Estimated Tax Rate						
2014 Estimated Tax Rate						
2015 Estimated Tax Rate						
Exemption Amount						
Proposed Assessed Value						
2014 Assessed Value						
2015 Assessed Value						
Exemption Amount						
2014 Exemption Amount						
2015 Exemption Amount						
Proposed - 2015						
Taxable Value						
2014 Taxable Value						
2015 Taxable Value						
Estimated Taxes						
2014 Estimated Taxes						
2015 Estimated Taxes						
Estimated Tax Rate						
2014 Estimated Tax Rate						
2015 Estimated Tax Rate						
Exemption Amount						
Proposed Assessed Value						
2014 Proposed Assessed Value						
2015 Proposed Assessed Value						
Exemption Amount						
2014 Exemption Amount						
2015 Exemption Amount						
Proposed - 2015						
Taxable Value						
2014 Taxable Value						
2015 Taxable Value						
Estimated Taxes						
2014 Estimated Taxes						
2015 Estimated Taxes						
Estimated Tax Rate						
2014 Estimated Tax Rate						
2015 Estimated Tax Rate						
Exemption Amount						
Proposed Assessed Value						
2014 Proposed Assessed Value						
2015 Proposed Assessed Value						
Exemption Amount						
2014 Exemption Amount						
2015 Exemption Amount						
Proposed - 2015						
Taxable Value						
2014 Taxable Value						
2015 Taxable Value						
Estimated Taxes						
2014 Estimated Taxes						
2015 Estimated Taxes						
Estimated Tax Rate						
2014 Estimated Tax Rate						
2015 Estimated Tax Rate						
Exemption Amount						
Proposed Assessed Value						
2014 Proposed Assessed Value						
2015 Proposed Assessed Value						
Exemption Amount						
2014 Exemption Amount						
2015 Exemption Amount						
Proposed - 2015						
Taxable Value						
2014 Taxable Value						
2015 Taxable Value						
Estimated Taxes						
2014 Estimated Taxes						
2015 Estimated Taxes						
Estimated Tax Rate						
2014 Estimated Tax Rate						
2015 Estimated Tax Rate						
Exemption Amount						
Proposed Assessed Value						
2014 Proposed Assessed Value						
2015 Proposed Assessed Value						
Exemption Amount						
2014 Exemption Amount						
2015 Exemption Amount						
Proposed - 2015						
Taxable Value						
2014 Taxable Value						
2015 Taxable Value						
Estimated Taxes						
2014 Estimated Taxes						
2015 Estimated Taxes						
Estimated Tax Rate						
2014 Estimated Tax Rate						
2015 Estimated Tax Rate						
Exemption Amount						
Proposed Assessed Value						
2014 Proposed Assessed Value						
2015 Proposed Assessed Value						
Exemption Amount						
2014 Exemption Amount						
2015 Exemption Amount						
Proposed - 2015						
Taxable Value						
2014 Taxable Value						
2015 Taxable Value						
Estimated Taxes						
2014 Estimated Taxes						
2015 Estimated Taxes						
Estimated Tax Rate						
2014 Estimated Tax Rate						
2015 Estimated Tax Rate						
Exemption Amount						
Proposed Assessed Value						
2014 Proposed Assessed Value						
2015 Proposed Assessed Value						
Exemption Amount						
2014 Exemption Amount						
2015 Exemption Amount						
Proposed - 2015						
Taxable Value						
2014 Taxable Value						
2015 Taxable Value						
Estimated Taxes						
2014 Estimated Taxes						
2015 Estimated Taxes						
Estimated Tax Rate						
2014 Estimated Tax Rate						
2015 Estimated Tax Rate						
Exemption Amount						
Proposed Assessed Value						
2014 Proposed Assessed Value						
2015 Proposed Assessed Value						
Exemption Amount						
2014 Exemption Amount						
2015 Exemption Amount						
Proposed - 2015						
Taxable Value						
2014 Taxable Value						
2015 Taxable Value						
Estimated Taxes						
2014 Estimated Taxes						
2015 Estimated Taxes						
Estimated Tax Rate						
2014 Estimated Tax Rate						
2015 Estimated Tax Rate						
Exemption Amount						
Proposed Assessed Value						
2014 Proposed Assessed Value						
2015 Proposed Assessed Value						
Exemption Amount						
2014 Exemption Amount						
2015 Exemption Amount						
Proposed - 2015						
Taxable Value						
2014 Taxable Value						
2015 Taxable Value						
Estimated Taxes						
2014 Estimated Taxes						
2015 Estimated Taxes						
Estimated Tax Rate						
2014 Estimated Tax Rate						
2015 Estimated Tax Rate						
Exemption Amount						
Proposed Assessed Value						
2014 Proposed Assessed Value						
2015 Proposed Assessed Value						
Exemption Amount						
2014 Exemption Amount						
2015 Exemption Amount						
Proposed - 2015						
Taxable Value						
2014 Taxable Value						
2015 Taxable Value						
Estimated Taxes						
2014 Estimated Taxes						
2015 Estimated Taxes						
Estimated Tax Rate						
2014 Estimated Tax Rate						
2015 Estimated Tax Rate						
Exemption Amount						
Proposed Assessed Value						
2014 Proposed Assessed Value						
2015 Proposed Assessed Value						
Exemption Amount						
2014 Exemption Amount						
2015 Exemption Amount						
Proposed - 2015						
Taxable Value						
2014 Taxable Value						
2015 Taxable Value						
Estimated Taxes						
2014 Estimated Taxes						
2015 Estimated Taxes						
Estimated Tax Rate						
2014 Estimated Tax Rate						
2015 Estimated Tax Rate						
Exemption Amount						
Proposed Assessed Value						
2014 Proposed Assessed Value						
2015 Proposed Assessed Value						
Exemption Amount						
2014 Exemption Amount						
2015 Exemption Amount						
Proposed - 2015						
Taxable Value						
2014 Taxable Value						
2015 Taxable Value						
Estimated Taxes						
2014 Estimated Taxes						
2015 Estimated Taxes						
Estimated Tax Rate						
2014 Estimated Tax Rate						
2015 Estimated Tax Rate						
Exemption Amount						
Proposed Assessed Value						
2014 Proposed Assessed Value						
2015 Proposed Assessed Value						
Exemption Amount						
2014 Exemption Amount						
2015 Exemption Amount						
Proposed - 2015						
Taxable Value						
2014 Taxable Value						
2015 Taxable Value						
Estimated Taxes						
2014 Estimated Taxes						
2015 Estimated Taxes						
Estimated Tax Rate						
2014 Estimated Tax Rate						
2015 Estimated Tax Rate						
Exemption Amount						
Proposed Assessed Value						
2014 Proposed Assessed Value						
2015 Proposed Assessed Value						
Exemption Amount						
2014 Exemption Amount						
2015 Exemption Amount						
Proposed - 2015						
Taxable Value						
2014 Taxable Value						
2015 Taxable Value						
Estimated Taxes						
2014 Estimated Taxes						
201						

2C 5 Notice of Appraised Value		Do Not Pay From This Notice
This is NOT a Tax Statement		
Account #: 594644 Ownership %: 100.00 GEO ID: 8700-6001-500 Legal: 1.54 MILES OF 2005-42 PIPELINE Legal Acres: Situs: Agent ID: 544		
Property ID: 594644 - 8700-6001-500 CUMMINGS & WESTLAKE LP Agent for FREEPORT LIG DEVELOPMENT LP 12037 LOUETTA RD STE 201 CYPRESS, TX 77429-5611		
THIS IS NOT A TAX BILL.		
DATE OF NOTICE: May 26, 2015		

Dear Property Owner,
We have appraised the property listed above for the tax year 2015. As of January 1, our appraisal is outlined below.

Appraisal Information									
Structure & Improvement Market Value									
Proposed - 2015									
Last Year - 2014									
Market Value of Non Ag/Timber Land	0	0	Market Value of Non Ag/Timber Land	0	Market Value of Non Ag/Timber Land	0	Market Value of Non Ag/Timber Land	0	Market Value of Non Ag/Timber Land
Market Value of Ag/Timber Land	0	0	Market Value of Ag/Timber Land						
Total Market Value	1,468,460	1,468,460	Total Market Value						
Productivity Value of Ag/Timber Land	0	0	Productivity Value of Ag/Timber Land						
Appraised Value - Possible Homestead Limitations, see asterisk below)	1,468,460	1,468,460	Appraised Value - Possible Homestead Limitations, see asterisk below)	1,468,460	Appraised Value - Possible Homestead Limitations, see asterisk below)	1,468,460	Appraised Value - Possible Homestead Limitations, see asterisk below)	1,468,460	Appraised Value - Possible Homestead Limitations, see asterisk below)
Homestead Cap Value (excluding Non-Homestead Value (i.e., Ag, Commercial))	0	0	Homestead Cap Value (excluding Non-Homestead Value (i.e., Ag, Commercial))	0	Homestead Cap Value (excluding Non-Homestead Value (i.e., Ag, Commercial))	0	Homestead Cap Value (excluding Non-Homestead Value (i.e., Ag, Commercial))	0	Homestead Cap Value (excluding Non-Homestead Value (i.e., Ag, Commercial))
Exemptions (DV - Disabled Vet DP - Disabled Person; HS - Homestead; OV/S - Over 65)	0	0	Exemptions (DV - Disabled Vet DP - Disabled Person; HS - Homestead; OV/S - Over 65)	0	Exemptions (DV - Disabled Vet DP - Disabled Person; HS - Homestead; OV/S - Over 65)	0	Exemptions (DV - Disabled Vet DP - Disabled Person; HS - Homestead; OV/S - Over 65)	0	Exemptions (DV - Disabled Vet DP - Disabled Person; HS - Homestead; OV/S - Over 65)

Proposed - 2015

Taxable Value	Proposed Assessed Value	Exemption Amount	Estimated Taxable Value	Tax Rate	Estimated Taxes	2015 Freeze/Year and Tax Ceiling**	2015 Taxable Value	Proposed Assessed Value	Exemption Amount	2015 Taxable Value	Tax Rate	2015 Estimated Taxes	2015 Freeze/Year and Tax Ceiling**
1,468,460 ANGLETON DRAINAGE DISTRICT	1,468,460	0	1,469,460	0.17665%	2,593.26	15,271.180	15,271.180	0	0	15,271.180	0.059013%	14,966.50	15,271.180
1,468,460 BAYCOUNTY, COUNTY	1,468,460	0	1,468,460	0.17665%	2,593.26	15,271.180	15,271.180	0	0	15,271.180	0.059013%	14,966.50	15,271.180
1,468,460 BAYLOR-BUTLER HOSPITAL	1,468,460	0	1,468,460	0.34850%	5,933.41	15,271.180	15,271.180	0	0	15,271.180	0.286973%	42,693.38	15,271.180
1,468,460 CITY OF FREEPORT	1,468,460	0	1,468,460	0.45000%	660.81	15,271.180	15,271.180	0	0	15,271.180	0.45000%	6,972.03	15,271.180
1,468,460 ROAD, BRIDGE, RIVER	1,468,460	0	1,468,460	0.05000%	881.08	15,271.180	15,271.180	0	0	15,271.180	0.05000%	1,162.71	15,271.180
1,468,460 ANGLETON INDEPENDENT SCHO	1,468,460	0	1,455200	1,468,460	21,369.03	15,271.180	15,271.180	0	0	15,271.180	1,255300	19,699.12	15,271.180

Do NOT Pay From This Notice Total Estimated Tax: \$37,036.79

The difference between the 2010 appraised value and the proposed 2015 appraised value is 10.1%. This percentage information is required by Tax Code section 25.19(f)(1). The governing body of each unit (school board, county commissioners, and so forth) decides whether property taxes increase. The appraisal district only determines your property's value. The taxing units will set tax rates later this year.

The Texas Legislature does not set the amount of your local taxes. Your property tax burden is decided by your locally elected officials, and all inquiries concerning your taxes should be directed to those officials.

Your residence homestead is protected from future appraisal value increase in excess of 10% per year from the date of the last appraisal PLUS the value of any new improvements.

If you are age 65 or older and received the \$10,000 school tax exemption on your home last year from the school listed above, your school taxes for this year will not be higher than when you first received the exemption on your home. If you are disabled and received the \$10,000 school tax exemption from the school listed above, your school taxes for this year will not be higher than the 2003 taxes or the first year you received the exemption. If you are a survivor spouse age 65 or older, you may retain the school, county, city, or junior college exemption. If you are a surviving spouse age 65 or older, you may retain the school, county, city, or junior college tax ceiling.

Enclosed are copies of the following documents published by the Texas Comptroller of Public Accounts: (1) Property Taxpayer Remedies, and (2) Notice of Protest. If you have any questions or need more information, please contact the appraisal district office at 979-849-7792 or at the address shown above.

To appeal, you must file a WRITTEN protest with the ARB before the deadline date.
Deadline for filing a protest: June 25, 2015
Location of Hearings: 500 N CHENANGO ANGLETON TX 77515
ARB will begin hearings: April 28, 2015

THIS IS NOT A BILL

2C 3 Notice of Appraised Value		Do Not Pay From This Notice
This is NOT a Tax Statement		
Account #: 6328013 Ownership %: 100.00 GEO ID: 8800-0450-00 Legal: INDUSTRIAL IMPROVEMENTS LOT NATURAL Storage Facility Legal Acres: Situs: 5605 FM 523 FREEPORT, TX Agent ID: 544		
THIS IS NOT A TAX BILL.		
Property ID: 6328013 - 8800-0450-100 CUMMINGS & WESTLAKE LP Agent for FREEPORT LIG DEVELOPMENT LP 12037 LOUETTA RD STE 201 CYPRESS, TX 77429-5611		
THIS IS NOT A TAX BILL.		
DATE OF NOTICE: May 26, 2015		

Dear Property Owner,
We have appraised the property listed above for the tax year 2015. As of January 1, our appraisal is outlined below.

Appraisal Information									
Structure & Improvement Market Value									
Proposed - 2015									
Last Year - 2014									
Market Value of Non Ag/Timber Land	0	0	Market Value of Non Ag/Timber Land	0	Market Value of Non Ag/Timber Land	0	Market Value of Non Ag/Timber Land	0	Market Value of Non Ag/Timber Land
Market Value of Ag/Timber Land	0	0	Market Value of Ag/Timber Land						
Total Market Value	1,468,460	1,468,460	Total Market Value						
Productivity Value of Ag/Timber Land	0	0	Productivity Value of Ag/Timber Land						
Appraised Value - Possible Homestead Limitations, see asterisk below)	1,468,460	1,468,460	Appraised Value - Possible Homestead Limitations, see asterisk below)	1,468,460	Appraised Value - Possible Homestead Limitations, see asterisk below)	1,468,460	Appraised Value - Possible Homestead Limitations, see asterisk below)	1,468,460	Appraised Value - Possible Homestead Limitations, see asterisk below)
Homestead Cap Value (excluding Non-Homestead Value (i.e., Ag, Commercial))	0	0	Homestead Cap Value (excluding Non-Homestead Value (i.e., Ag, Commercial))	0	Homestead Cap Value (excluding Non-Homestead Value (i.e., Ag, Commercial))	0	Homestead Cap Value (excluding Non-Homestead Value (i.e., Ag, Commercial))	0	Homestead Cap Value (excluding Non-Homestead Value (i.e., Ag, Commercial))
Exemptions (DV - Disabled Vet DP - Disabled Person; HS - Homestead; OV/S - Over 65)	0	0	Exemptions (DV - Disabled Vet DP - Disabled Person; HS - Homestead; OV/S - Over 65)	0	Exemptions (DV - Disabled Vet DP - Disabled Person; HS - Homestead; OV/S - Over 65)	0	Exemptions (DV - Disabled Vet DP - Disabled Person; HS - Homestead; OV/S - Over 65)	0	Exemptions (DV - Disabled Vet DP - Disabled Person; HS - Homestead; OV/S - Over 65)

Proposed - 2015

Taxable Value	Proposed Assessed Value	Exemption Amount	Estimated Taxable Value	Tax Rate	Estimated Taxes	2015 Freeze/Year and Tax Ceiling**	2015 Taxable Value	Proposed Assessed Value	Exemption Amount	2015 Taxable Value	Tax Rate	2015 Estimated Taxes	2015 Freeze/Year and Tax Ceiling**
1,468,460 ANGLETON DRAINAGE DISTRICT	1,468,460	0	1,469,460	0.17665%	2,593.26	15,271.180	15,271.180	0	0	15,271.180	0.059013%	14,966.50	15,271.180
1,468,460 BAYCOUNTY, COUNTY	1,468,460	0	1,468,460	0.17665%	2,593.26	15,271.180	15,271.180	0	0	15,271.180	0.059013%	14,966.50	15,271.180
1,468,460 BAYLOR-BUTLER HOSPITAL	1,468,460	0	1,468,460	0.34850%	5,933.41	15,271.180	15,271.180	0	0	15,271.180	0.286973%	42,693.38	15,271.180
1,468,460 CITY OF FREEPORT	1,468,460	0	1,468,460	0.45000%	660.81	15,271.180	15,271.180	0	0	15,271.180	0.45000%	6,972.03	15,271.180
1,468,460 ROAD, BRIDGE, RIVER	1,468,460	0	1,468,460	0.05000%	881.08	15,271.180	15,271.180	0	0	15,271.180	0.05000%	1,162.71	15,271.180
1,468,460 ANGLETON INDEPENDENT SCHO	1,468,460	0	1,455200	1,468,460	21,369.03	15,271.180	15,271.180	0	0	15,271.180	1,255300	19,699.12	15,271.180

Proposed - 2015

Taxable Value	Proposed Assessed Value	Exemption Amount	Estimated Taxable Value	Tax Rate	Estimated Taxes	2015 Freeze/Year and Tax Ceiling**	2015 Taxable Value	Proposed Assessed Value	Exemption Amount	2015 Taxable Value	Tax Rate	2015 Estimated Taxes	2015 Freeze/Year and Tax Ceiling**
1,468,460 ANGLETON DRAINAGE DISTRICT	1,468,460	0	1,469,460	0.17665%	2,593.26	15,271.180	15,271.180	0	0	15,271.180	0.059013%	14,966.50	15,271.180
1,468,460 BAYCOUNTY, COUNTY	1,468,460	0	1,468,460	0.17665%	2,593.26	15,271.180	15,271.180	0	0	15,271.180	0.059013%	14,966.50	15,271.180
1,468,460 BAYLOR-BUTLER HOSPITAL	1,468,460	0	1,468,460	0.34850%	5,933.41	15,271.180	15,271.180	0	0	15,271.180	0.286973%	42,693.38	15,271.180
1,468,460 CITY OF FREEPORT	1,468,460	0	1,468,460	0.45000%	660.81	15,271.180	15,271.180	0	0	15,271.180	0.45000%	6,972.03	15,271.180
1,468,460 ROAD, BRIDGE, RIVER	1,468,460	0	1,468,460	0.05000%	881.08	15,271.180	15,271.180	0	0	15,271.180	0.05000%	1,162.71	15,271.180
1,468,460 ANGLETON INDEPENDENT SCHO	1,468,460	0	1,455200	1,468,460	21,369.03	15,271.180	15,271.180	0	0	15,271.180	1,255300	19,699.12	15,271.180

Do NOT Pay From This Notice Total Estimated Tax: \$332,559.87

The above tax estimates use last year's tax rates for the taxing units shown. The governing body of each unit (school board, county commissioners, and so forth) decides whether property taxes increase. The appraisal district only determines your property's value. The taxing units will set tax rates later this year.

The Texas Legislature does not set the amount of your local taxes. Your property tax burden is decided by your locally elected officials, and all inquiries concerning your taxes should be directed to those officials.

*Your residence homestead is protected from future appraisal value increase in excess of 10% per year from the date of the last appraisal PLUS the value of any new improvements.

** If you are age 65 or older and received the \$10,000 school tax exemption on your home last year from the school listed above, your school taxes for this year will not be higher than when you first received the exemption on your home. If you are disabled and received the \$10,000 school tax exemption from the school listed above, your school taxes for this year will not be higher than the 2003 taxes or the first year you received the exemption. If you are a survivor spouse age 65 or older, you may retain the school, county, city, or junior college tax ceiling.

If you have any questions or need more information, please contact the appraisal district office at 979-849-7792 or at the address shown above.

To appeal, you must file a WRITTEN protest with the ARB before the deadline date.

Deadline for filing a protest: June 25, 2015

Location of Hearings: 500 N CHENANGO ANGLETON TX 77515

ARB will begin hearings: April 28, 2015

THIS IS NOT A BILL

To appeal, you must file a WRITTEN protest with the ARB before the deadline date.

Deadline for filing a protest: June 25, 2015

Location of Hearings: 500 N CHENANGO ANGLETON TX 77515

ARB will begin hearings: April 28, 2015

THIS IS NOT A BILL

To appeal, you must file a WRITTEN protest with the ARB before the deadline date.

Deadline for filing a protest: June 25, 2015

Location of Hearings: 500 N CHENANGO ANGLETON TX 77515

ARB will begin hearings: April 28, 2015

THIS IS NOT A BILL

To appeal, you must file a WRITTEN protest with the ARB before the deadline date.

Deadline for filing a protest: June 25, 2015

Location of Hearings: 500 N CHENANGO ANGLETON TX 77515

ARB will begin hearings: April 28, 2015

THIS IS NOT A BILL

To appeal, you must file a WRITTEN protest with the ARB before the deadline date.

Deadline for filing a protest: June 25, 2015

Location of Hearings: 500 N CHENANGO ANGLETON TX 77515

ARB will begin hearings: April 28, 2015

THIS IS NOT A BILL

To appeal, you must file a WRITTEN protest with the ARB before the deadline date.

Deadline for filing a protest: June 25, 2015

Location of Hearings: 500 N CHENANGO ANGLETON TX 77515

ARB will begin hearings: April 28, 2015

THIS IS NOT A BILL

To appeal, you must file a WRITTEN protest with the ARB before the deadline date.

Deadline for filing a protest: June 25, 2015

Location of Hearings: 500 N CHENANGO ANGLETON TX 77515

ARB will begin hearings: April 28, 2015

THIS IS NOT A BILL

To appeal, you must file a WRITTEN protest with the ARB before the deadline date.

Deadline for filing a protest: June 25, 2015

Location of Hearings: 500 N CHENANGO ANGLETON TX 77515

ARB will begin hearings: April 28, 2015

THIS IS NOT A BILL

To appeal, you must file a WRITTEN protest with the ARB before the deadline date.

Deadline for filing a protest: June 25, 2015

Location of Hearings: 500 N CHENANGO ANGLETON TX 77515

ARB will begin hearings: April 28, 2015

THIS IS NOT A BILL

To appeal, you must file a WRITTEN protest with the ARB before the deadline date.

Deadline for filing a protest: June 25, 2015

Location of Hearings: 500 N CHENANGO ANGLETON TX 77515

ARB will begin hearings: April 28, 2015

THIS IS NOT A BILL

To appeal, you must file a WRITTEN protest with the ARB before the deadline date.

Deadline for filing a protest: June 25, 2015

Location of Hearings: 500 N CHENANGO ANGLETON TX 77515

ARB will begin hearings: April 28, 2015

THIS IS NOT A BILL

To appeal, you must file a WRITTEN protest with the ARB before the deadline date.

Deadline for filing a protest: June 25, 2015

Location of Hearings: 500 N CHENANGO ANGLETON TX 77515

ARB will begin hearings: April 28, 2015

THIS IS NOT A BILL

To appeal, you must file a WRITTEN protest with the ARB before the deadline date.

Deadline for filing a protest: June 25, 2015

Location of Hearings: 500 N CHENANGO ANGLETON TX 77515

ARB will begin hearings: April 28, 2015

THIS IS NOT A BILL

To appeal, you must file a WRITTEN protest with the ARB before the deadline date.

Deadline for filing a protest: June 25, 2015

Location of Hearings: 500 N CHENANGO ANGLETON TX 77515

ARB will begin hearings: April 28, 2015

THIS IS NOT A BILL

To appeal, you must file a WRITTEN protest with the ARB before the deadline date.

Deadline for filing a protest: June 25, 2015

2015 Notice of Appraised Value	
RAZORIA COUNTY APPRAISAL DISTRICT	
NO N CHENANGO JON CHENANGO TAX ID: 77515-4650	
one: 979-949-7792 Houston: (281) 756-1388 x: 979-949-7984 Brazosport: (979) 383-1388	
DATE OF NOTICE: May 26, 2015	
<i>This is NOT a Tax Statement</i>	
<i>Do Not Pay From This Notice</i>	
<p>Account #: 655273 Ownership %: 100.00 GEO ID: ABAT-FLING-0023 Legal TAX ABATEMENT LOT VARIOUS TRACTS - (2015-2024) Legal Acres: Situs: Owner ID: 1024284</p>	<p>THIS IS NOT A TAX BILL</p> <p>Property ID: 655273- ABAT-FLING-003 % PROPERTY TAX DEF. 333 CLAY ST STE 5050 HOUSTON, TX 77002-101</p>

This is NOT A Tax Statement		2015 Notice of Appraised Value
<p align="center">BRAZORIA COUNTY APPRAISAL DISTRICT</p> <p align="center">500 N CHENAING HOUSTON, TX 77015-4650 Phone: 979-849-7792 Houston: (281) 756-1388 Brazosport: (979) 388-1388 Fax: 979-849-7884</p> <p align="center">DATE OF NOTICE: May 26, 2015</p>		
<p align="right"><i>Do Not Pay From This Notice</i></p> <p align="right">Account #: 657639 Ownership %: 100.00 GEO ID: ABAT-FLING-103 Legal: TAX ABATEMENT LOT IMPROVEMENT ONLY (2015-2024) Legal Acres: Status: Owner ID: 1024284</p> <p align="right">THIS IS NOT A TAX BILL.</p>		
<p align="right">2770 1 AM 0.416*****AUTO**3-DIGIT 770 300 2 FT 14</p> <p align="right">Property ID: 657639 - ABAT-FLING-103</p> <p align="right">FREEPORT LAND & DEVELOPMENT LP % PROPERTY TAX DEPT 33 CLAY ST STE 500 HOUSTON TX 77002-4101</p>		

Appraisal Information		Last Year - 2014		Proposed - 2015	
Structure & Improvement Market Value	Market Value of Non-Ag/Timber Land	Market Value of Ag/Timber Land			
Total Market Value	Productivity Value of Ag/Timber Land	Appraised Value / Possible Homestead Limitations, see asterisks below			
		Homestead Cap Value excluding Non-Homestead Value (i.e., Ag, Commercial)			
		Exemptions (D) - Disabled Vets, DF-Disabled Person, HS-Homestead; OVS-Over 65)			
Taking Unit		2014	2015	2015	2015
Taxable Value			Proposed Assessed Value	Exemption Amount	Tax Rate
0 VERSOIS DOWNTOWN DISTRICT	100,000	100,000	0	0.098218	0.00
0 BARTON IS. COUNTRY CLCLZ	100,000	100,000	0	0.438500	0.00
0 BARTON CLCLZ	100,000	100,000	0	0.260878	0.00
0 FORT REPROS	100,000	100,000	0	0.045300	0.00
0 HORN & BARTON FUND	100,000	100,000	0		

The above tax estimates use last year's tax rates for the taxing units shown. The governing body of each unit, school board, county commissioners, and so forth only determines your property's value. The taxing units will set tax rates later this year.

The Texas Legislature does not set the amount of your local taxes. Your property tax burden is decided by your locally elected officials, and all inquiries concerning your taxes should be directed to those officials.

Your residence homestead is protected from future appraisal value increase in excess of 10% per year from the date of the last appraisal PLU's the value of any new improvements.

** If you are age 65 or older and received the \$10,000 school tax exemption on your home last year from the school listed above, your school taxes for this year will not be higher than when you first received the exemption. If you are disabled and receive the \$10,000 acho act tax exemption on your home last year from the school listed above, your school taxes for this year will not be higher than the 2003 taxes were at first. If your school taxes were lower than the \$10,000 acho act tax exemption, which ever is lower, your county, city, or junior college approved a limitation on your taxes in the preceding year or the first year you qualified for the limitation or the first year you qualified for the limitation, you may qualify for a limitation for the current year. If you qualify for a limitation, your school, county, city, or junior college tax ceiling may increase for these improvements. If you are a surviving spouse age 65 or older, you may retain the school, county, city, or junior college tax ceiling.

Enclosed are copies of the following documents published by the Texas Comptroller of Public Accounts: (1) Property Taxpayer Remedies; and (2) Notice of Protests

If you have any questions or need more information, please contact the appraisal district office at 979-849-7792 or at the address shown above.

**Deadline for filing a protest:
Location of Hearings:
ARB will begin hearings:**

June 25, 2015
500 N CHENANGO ANGLETON TX 775
April 28, 2015

THIS IS NOT A BILL

THIS IS NOT A BULL

To appeal, you must file a **WRITTEN** protest with the AFB before the deadline date:
Deadline for filing a protest: June 25, 2015
Location of Hearings: 500 N CHENANGO ANGLETON TX 77515
AFB will begin hearings: April 28, 2015

Sincerely,
Cheryl Evans
Chief Appraiser

100

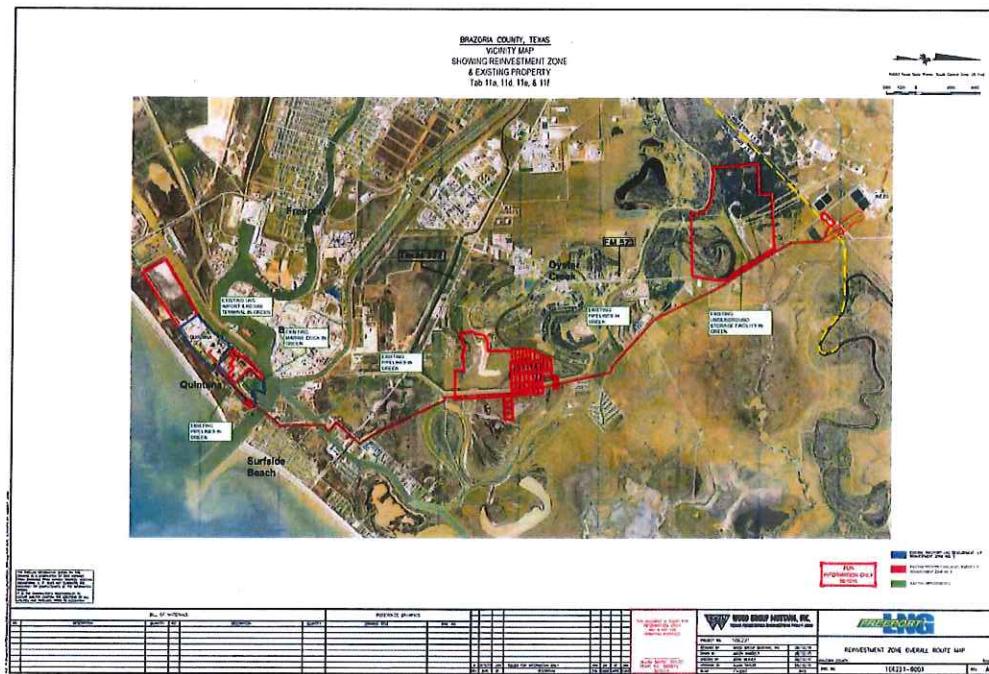
Freeport LNG Development, L.P.
 Chapter 313 Application to Brazosport ISD
 Cummings Westlake, LLC

TAB 11

Maps that clearly show:

- a) Project vicinity
- b) Qualified investment including location of new building or new improvements
- c) Qualified property including location of new building or new improvements
- d) Existing property
- e) Land location within vicinity map
- f) Reinvestment or Enterprise Zone within vicinity map showing the actual or proposed boundaries and size

Please see the attached maps.



TAB TO APPLICATION FOR APPRAISED VALUE LIMITATION ON QUALIFIED PROPERTY BY FREEPORT LNG DEVELOPMENT, L.P. TO BRAZOSPORT ISD



Freeport LNG Development, L.P.
Chapter 313 Application to Brazosport ISD
Cummings Westlake, LLC

TAB 12

Request for Waiver of Job Creation Requirement and supporting information [if applicable]

Not applicable. There is no job waiver request.

Freeport LNG Development, L.P.
Chapter 313 Application to Brazosport ISD
Cummings Westlake, LLC

TAB 13

Calculation of three possible wage requirements with TWC documentation

- Brazoria County average weekly wage for all jobs (all industries)
- Brazoria County average weekly wage for all jobs (manufacturing)
- See attached Council of Governments Regional Wage Calculation and Documentation

FREPORT LNG DEVELOPMENT L.P.
TAB 13 TO CHAPTER 313 APPLICATION

BRAZORIA COUNTY**CHAPTER 313 WAGE CALCULATION - ALL JOBS - ALL INDUSTRIES**

QUARTER	YEAR	Avg Weekly Wages*	ANNUALIZED
FIRST	2015	\$ 1,135	\$ 59,020
SECOND	2014	\$ 999	\$ 51,948
THIRD	2014	\$ 1,002	\$ 52,104
FOURTH	2014	\$ 1,101	\$ 57,252
AVERAGE	\$	\$ 1,059	\$ 55,081

BRAZORIA COUNTY
CHAPTER 313 WAGE CALCULATION - MANUFACTURING JOBS

QUARTER	YEAR	Avg Weekly Wages*	ANNUALIZED
FIRST	2015	\$ 2,399	\$ 124,748
SECOND	2014	\$ 1,891	\$ 98,332
THIRD	2014	\$ 1,842	\$ 95,784
FOURTH	2014	\$ 1,947	\$ 101,244
AVERAGE	\$	\$ 2,020	\$ 105,027
X		110%	110%
	\$	<u>2,222</u>	<u>\$ 115,530</u>

CHAPTER 313 WAGE CALCULATION - REGIONAL WAGE RATE

Houston-Galveston	YEAR	Avg Weekly Wages*	ANNUALIZED
	2014	\$ 1,049	\$ 54,524
	X	110%	110%
	\$	<u>1,153</u>	<u>\$ 59,976</u>

* SEE ATTACHED TWC DOCUMENTATION

Quarterly Employment and Wages (QCEW)[Back](#)

Page 1 of 1 (40 results/page)

[Avg Weekly Wages](#)[Industry](#)[Level](#)[Division](#)[Ownership](#)[Area](#)[Period](#)[Year](#)[Division](#)[Industry](#)[Code](#)[Level](#)[Division](#)[Ownership](#)[Area](#)[Period](#)[Year](#)[Code](#)[Level](#)[Division](#)[Industry](#)[Code](#)[Level](#)[Division](#)[Industry](#)[Code](#)[Level](#)[Division](#)[Industry](#)[Code](#)[Level](#)[Division](#)[Industry](#)[Code](#)[Level](#)[Division](#)[Industry](#)[Code](#)[Level](#)[Division](#)[Industry](#)[Code](#)[Level](#)[Division](#)[Industry](#)[Code](#)[Level](#)[Division](#)[Industry](#)[Code](#)[Level](#)[Division](#)[Industry](#)

Quarterly Employment and Wages (QCEW)

[Back](#)

<input type="button" value="Year"/>	<input type="button" value="Period"/>	<input type="button" value="Area"/>	<input type="button" value="Ownership"/>	<input type="button" value="Division"/>	<input type="button" value="Level"/>	<input type="button" value="Ind Code"/>	<input type="button" value="Industry"/>	<input type="button" value="Wages"/>	<input type="button" value="Hourly"/>	<input type="button" value="Annual"/>
2015	1st Qtr	Brazoria County	Private	31	2	31-33	Manufacturing	\$2,399	\$24.18	\$50,305
2014	2nd Qtr	Brazoria County	Private	31	2	31-33	Manufacturing	\$1,891	\$21.07	\$43,821
2014	3rd Qtr	Brazoria County	Private	31	2	31-33	Manufacturing	\$1,842	\$16.75	\$34,834
2014	4th Qtr	Brazoria County	Private	31	2	31-33	Manufacturing	\$1,947	\$20.23	\$42,077
<hr/>										
Texas										
<u>1. Panhandle Regional Planning Commission</u>										
<u>2. South Plains Association of Governments</u>										
<u>3. NORTEX Regional Planning Commission</u>										
<u>4. North Central Texas Council of Governments</u>										
<u>5. Ark-Tex Council of Governments</u>										
<u>6. East Texas Council of Governments</u>										
<u>7. West Central Texas Council of Governments</u>										
<u>8. Rio Grande Council of Governments</u>										
<u>9. Permian Basin Regional Planning Commission</u>										
<u>10. Concho Valley Council of Governments</u>										
<u>11. Heart of Texas Council of Governments</u>										
<u>12. Capital Area Council of Governments</u>										
<u>13. Brazos Valley Council of Governments</u>										
<u>14. Deep East Texas Council of Governments</u>										
<u>15. South East Texas Regional Planning Commission</u>										
<u>16. Houston-Galveston Area Council</u>										
<u>17. Golden Crescent Regional Planning Commission</u>										
<u>18. Alamo Area Council of Governments</u>										
<u>19. South Texas Development Council</u>										
<u>20. Coastal Bend Council of Governments</u>										
<u>21. Lower Rio Grande Valley Development Council</u>										
<u>22. Texoma Council of Governments</u>										
<u>23. Central Texas Council of Governments</u>										
<u>24. Middle Rio Grande Development Council</u>										

Page 1 of 1 (40 results/page)

▲ Avg Weekly Wages

▼ Avg Hourly Wages

▼ Avg Annual Wages

▼ Avg Industry Wages

▼ Avg COG Wages

▼ Avg COG Annual Wages

▼ Avg COG Hourly Wages

▼ Avg COG Weekly Wages

▼ Avg COG Industry Wages

▼ Avg COG COG Wages

▼ Avg COG COG Annual Wages

▼ Avg COG COG Hourly Wages

▼ Avg COG COG Weekly Wages

▼ Avg COG COG Industry Wages

▼ Avg COG COG COG Wages

▼ Avg COG COG COG Annual Wages

▼ Avg COG COG COG Hourly Wages

▼ Avg COG COG COG Weekly Wages

▼ Avg COG COG COG Industry Wages

▼ Avg COG COG COG COG Wages

▼ Avg COG COG COG COG Annual Wages

▼ Avg COG COG COG COG Hourly Wages

▼ Avg COG COG COG COG Weekly Wages

▼ Avg COG COG COG COG Industry Wages

▼ Avg COG COG COG COG COG Wages

▼ Avg COG COG COG COG COG Annual Wages

▼ Avg COG COG COG COG COG Hourly Wages

▼ Avg COG COG COG COG COG Weekly Wages

▼ Avg COG COG COG COG COG Industry Wages

▼ Avg COG COG COG COG COG COG Wages

▼ Avg COG COG COG COG COG COG Annual Wages

▼ Avg COG COG COG COG COG COG Hourly Wages

▼ Avg COG COG COG COG COG COG Weekly Wages

▼ Avg COG COG COG COG COG COG Industry Wages

▼ Avg COG COG COG COG COG COG COG Wages

▼ Avg COG COG COG COG COG COG COG Annual Wages

▼ Avg COG COG COG COG COG COG COG Hourly Wages

▼ Avg COG COG COG COG COG COG COG Weekly Wages

▼ Avg COG COG COG COG COG COG COG Industry Wages

▼ Avg COG COG COG COG COG COG COG COG Wages

▼ Avg COG COG COG COG COG COG COG COG Annual Wages

▼ Avg COG COG COG COG COG COG COG COG Hourly Wages

▼ Avg COG COG COG COG COG COG COG COG Weekly Wages

▼ Avg COG COG COG COG COG COG COG COG Industry Wages

▼ Avg COG COG COG COG COG COG COG COG COG Wages

▼ Avg COG COG COG COG COG COG COG COG COG Annual Wages

▼ Avg COG COG COG COG COG COG COG COG COG Hourly Wages

▼ Avg COG COG COG COG COG COG COG COG COG Weekly Wages

▼ Avg COG COG COG COG COG COG COG COG COG Industry Wages

▼ Avg COG Wages

▼ Avg COG Annual Wages

▼ Avg COG Hourly Wages

▼ Avg COG Weekly Wages

▼ Avg COG Industry Wages

▼ Avg COG Wages

▼ Avg COG Annual Wages

▼ Avg COG Hourly Wages

▼ Avg COG Weekly Wages

▼ Avg COG Industry Wages

▼ Avg COG Wages

▼ Avg COG Annual Wages

▼ Avg COG Hourly Wages

▼ Avg COG Weekly Wages

▼ Avg COG Industry Wages

▼ Avg COG Wages

▼ Avg COG Annual Wages

▼ Avg COG Hourly Wages

▼ Avg COG Weekly Wages

▼ Avg COG Industry Wages

▼ Avg COG Wages

▼ Avg COG Annual Wages

▼ Avg COG Hourly Wages

▼ Avg COG Weekly Wages

▼ Avg COG Industry Wages

▼ Avg COG Wages

▼ Avg COG Annual Wages

▼ Avg COG Hourly Wages

▼ Avg COG Weekly Wages

▼ Avg COG Industry Wages

▼ Avg COG Wages

▼ Avg COG Annual Wages

▼ Avg COG Hourly Wages

▼ Avg COG Weekly Wages

▼ Avg COG Industry Wages

▼ Avg COG Wages

▼ Avg COG Annual Wages

▼ Avg COG Hourly Wages

▼ Avg COG Weekly Wages

▼ Avg COG Industry Wages

▼ Avg COG Wages

▼ Avg COG Annual Wages

▼ Avg COG Hourly Wages

▼ Avg COG Weekly Wages

▼ Avg COG Industry Wages

▼ Avg COG Wages

▼ Avg COG Annual Wages

▼ Avg COG Hourly Wages

▼ Avg COG Weekly Wages

▼ Avg COG Industry Wages

▼ Avg COG Wages

▼ Avg COG Annual Wages

▼ Avg COG Hourly Wages

▼ Avg COG Weekly Wages

▼ Avg COG Industry Wages

▼ Avg COG Wages

▼ Avg COG Annual Wages

▼ Avg COG Hourly Wages

▼ Avg COG Weekly Wages

▼ Avg COG Industry Wages

<p style="text

PROPERTY INVESTMENT AMOUNTS						
			(Estimated investment in each year. Do not put cumulative totals.)			
	Column A	Column B	Column C	Column D	Column E	
Year	School Year (YYYY:YYYY)	Tax Year (If it is not the tax year below) YYYY	New investment (original cost) in tangible personal property placed in service during this year that will become Qualified Property	Other new investment made during this year that will not become Qualified Property (SEE NOTE)	Other new investment made during this year that may become Qualified Property (SEE NOTE)	Total Invested (Sum of Columns A+H+C+D)
Investment made before filing complete application with district			Not eligible to become Qualified Property		(The only other investment made before filing complete application with district that may become Qualified Property is lost)	
Investment made after filing complete application with district, but before final board approval of application	Year preceding the first complete tax year of the qualifying time period (excluding no deferrals of qualifying time period)	2017	0	0	0	0
Investment made after final board approval of application and before Jan. 1 of first complete tax year of qualifying time period			428,671,400	0	0	428,671,400
Complete tax years of qualifying time period	GTP1	2019-2020	2019	428,671,400	0	428,671,400
	GTP2	2020-2021	2020	214,285,800	0	214,285,800
Total Investment through Qualifying Time Period [ENTER this row in Schedule A2]			1,600,000,000	0	0	1,600,000,000
Total Qualified Investment (sum of green cells)			1,071,428,600	Enter amounts from TOTAL row above in Schedule A2		

For All Columns: List amount invested each year, not cumulative total.

Column A: This represents the total dollar amount of planned investment in tangible personal property. Only include estimates of investment for "replacement" property if the property is specifically described in the application.

Only tangible personal property is specifically described in the application or otherwise described in the application as being included in the investment.

Column B: Total value of proposed investment for the current year that will become non-expendable components of buildings.

Column C: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that will not become qualified property include investment meeting the definition of 319.07(1), but not creating a new improvement as defined by TAC 8:1051. This is proposed property that fundamentally replaces existing property; it is used to maintain, refurbish, renovate, modify or upgrade existing property, or is affixed to existing property—described in SECTION 13, question #5 of the application.

Column D: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that may result in qualified property are land or professional services.

Total Investment: Add together each cell in a column and enter the sum in the blue total investment row. Enter the date from this row into the first row in Schedule A2.

Qualified Investment: For the green qualified investment cell, enter the sum of all the green-shaded cells.

Freeport LNG Development, L.P.

Chapter 313 Application to Brazosport ISD

Cummings Westlake, LLC

TAB 14

Schedules A1, A2, B, C and D completed and signed Economic Impact [if applicable].

See attached Schedules A1, A2, B, C and D

TAB TO APPLICATION FOR APPRAISED VALUE LIMITATION ON QUALIFIED PROPERTY BY FREEPORT LNG DEVELOPMENT, L.P. TO BRAZOSPORT ISD

Schedule B: Estimated Market And Taxable Value (of Qualified Property Only)
8/11/2015
Freeport LNG Development, L.P. and its affiliates
Brazosport ISD

Form 50-296A
Revised May 2014

			Qualified Property			Estimated Taxable Value		
	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year) YYYY	Estimated Market Value of Land	Estimated Total Market Value of tangible personal property in the new buildings or 'in or on the new improvements'	Market Value less any exemptions (such as pollution control) and before limitation	Final taxable value for I&S after all reductions	Final taxable value for M&O after all reductions
Each year prior to start of Value Limitation Period Insert as many rows as necessary	2017-2018	2017		0	0	0	0	0
	2018-2019	2018		0	0	214,285,700	214,285,700	214,285,700
	2019-2020	2019		0	0	428,571,400	407,142,830	407,142,830
	2020-2021	2020		0	0	835,714,300	793,928,585	793,928,585
Value Limitation Period	1 2021-2022	2021		0	0	1,447,500,000	1,375,125,000	1,375,125,000
	2 2022-2023	2022		0	0	1,396,838,000	1,326,996,100	1,326,996,100
	3 2023-2024	2023		0	0	1,347,949,000	1,280,551,550	1,280,551,550
	4 2024-2025	2024		0	0	1,300,771,000	1,235,732,450	1,235,732,450
	5 2025-2026	2025		0	0	1,255,244,000	1,192,481,800	1,192,481,800
	6 2026-2027	2026		0	0	1,211,310,000	1,150,744,500	1,150,744,500
	7 2027-2028	2027		0	0	1,168,914,000	1,110,468,300	1,110,468,300
	8 2028-2029	2028		0	0	1,128,002,000	1,071,601,900	1,071,601,900
	9 2029-2030	2029		0	0	1,088,522,000	1,034,095,900	1,034,095,900
	10 2030-2031	2030		0	0	1,050,424,000	997,902,800	997,902,800
Continue to maintain viable presence	11 2031-2032	2031		0	0	1,013,659,000	962,976,050	962,976,050
	12 2032-2033	2032		0	0	978,181,000	929,271,950	929,271,950
	13 2033-2034	2033		0	0	943,945,000	896,747,750	896,747,750
	14 2034-2035	2034		0	0	910,907,000	865,361,650	865,361,650
	15 2035-2036	2035		0	0	879,025,000	835,073,750	835,073,750
Additional years for 25 year economic impact as required by 313.026(c)(1)	16 2036-2037	2036		0	0	848,259,000	805,846,050	805,846,050
	17 2037-2038	2037		0	0	818,570,000	777,641,500	777,641,500
	18 2038-2039	2038		0	0	788,920,000	750,424,000	750,424,000
	19 2039-2040	2039		0	0	762,273,000	724,159,350	724,159,350
	20 2040-2041	2040		0	0	735,593,000	698,813,350	698,813,350
	21 2041-2042	2041		0	0	709,847,000	674,354,650	674,354,650
	22 2042-2043	2042		0	0	685,002,000	650,761,900	650,761,900
	23 2043-2044	2043		0	0	661,027,000	627,975,650	627,975,650
	24 2044-2045	2044		0	0	637,891,000	605,996,450	605,996,450
	25 2045-2046	2045		0	0	615,565,000	584,786,750	584,786,750

Notes: Market value in future years is good faith estimate of future taxable value for the purposes of property taxation.
Only include market value for eligible property on this schedule.

Schedule A2: Total Investment for Economic Impact (including Qualified Property and other Investments)

Form 50-296A
Revised May 2014

			PROPERTY INVESTMENT AMOUNTS					
			(Estimated investment in each year. Do not put cumulative totals.)					
	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year) YYYY	New investment (original cost) in tangible personal property placed in service during the year that will become Qualified Property	New investment made during this year in buildings or improvement nonremovable components of buildings that will become Qualified Property	Other investment made during this year that will become Qualified Property (SEE NOTE)	Other investment made during the year that will become Qualified Property (SEE NOTE)	Total Investment (A+B+C+D)
Total Investment from Schedule A1*			TOTALS FROM SCHEDULE A1			Enter amounts from TOTAL row in Schedule A1 in the row below	0	1,500,000,000
Each year prior to start of value limitation period** Insert as many rows as necessary	0 2019-2020	2019		0	0	0	0	0
	0 2020-2021	2020		0	0	0	0	0
	1 2021-2022	2021		0	0	0	0	0
	2 2022-2023	2022		0	0	0	0	0
Value limitation period***	3 2023-2024	2023		0	0	0	0	0
	4 2024-2025	2024		0	0	0	0	0
	5 2025-2026	2025		0	0	0	0	0
	6 2026-2027	2026		0	0	0	0	0
	7 2027-2028	2027		0	0	0	0	0
	8 2028-2029	2028		0	0	0	0	0
	9 2029-2030	2029		0	0	0	0	0
	10 2030-2031	2030		0	0	0	0	0
	Total Investment made through limitation			1,500,000,000	0	0	0	1,500,000,000
	11 2031-2032	2031			0	0	0	0
Continue to maintain viable presence	12 2032-2033	2032			0	0	0	0
	13 2033-2034	2033			0	0	0	0
	14 2034-2035	2034			0	0	0	0
	15 2035-2036	2035			0	0	0	0
	16 2036-2037	2036			0	0	0	0
Additional years for 25 year economic impact as required by 313.026(c)(1)	17 2037-2038	2037			0	0	0	0
	18 2038-2039	2038			0	0	0	0
	19 2039-2040	2040			0	0	0	0
	20 2040-2041	2041			0	0	0	0
	21 2041-2042	2042			0	0	0	0
	22 2042-2043	2042			0	0	0	0
	23 2043-2044	2043			0	0	0	0
	24 2044-2045	2044			0	0	0	0
	25 2045-2046	2046			0	0	0	0

* All investments made through the qualifying time period are captured and totaled on Schedule A1 (blue box) and incorporated into this schedule in the first row.

** Only investment made during deferral of the start of the limitation (after the end of qualifying time period but before the start of the Value Limitation Period) should be included on this line.

*** This table is for use if your investment overlaps two or more years of the Value Limitation Period. If your investment starts in one year and ends in another, enter the investment amount for the overlap period in the first row of this table.

For All Columns: List amount invested each year; not cumulative totals. Only include investments in the remaining rows of Schedule A2 that were not captured on Schedule A1.

Column A: This represents the total dollar amount of planned investment in tangible personal property. Only include estimates of investment for "replacement" property if the property is specifically described in the application.

Column B: This table is for use if your investment overlaps two or more years of the Value Limitation Period. If your investment starts in one year and ends in another, enter the investment amount for the overlap period in the first row of this table.

Column C: This table is for use if your investment overlaps two or more years of the Value Limitation Period. If your investment starts in one year and ends in another, enter the investment amount for the overlap period in the first row of this table.

Column D: Total value of other investment that may affect economic impact and total value. Examples of other investment that may result in qualified property are land or professional services.

Schedule D: Other Incentives (Estimated)

Date 8/11/2015
 Applicant Name Freeport LNG Development, L.P. and its affiliates
 ISD Name Brazosport ISD

Form 50-296A
 Revised May 2014

State and Local Incentives for which the Applicant intends to apply (Estimated)						
Incentive Description	Taxing Entity (as applicable)	Beginning Year of Benefit	Duration of Benefit	Annual Tax Levy without Incentive	Annual Incentive	Annual Net Tax Levy
Tax Code Chapter 311	County:	N/A	N/A	N/A	N/A	N/A
	City:	N/A	N/A	N/A	N/A	N/A
	Other:	N/A	N/A	N/A	N/A	N/A
Tax Code Chapter 312	County: Brazos County	2017	10 Years	Annual Avg. of \$5,287,638	see detail below	0
	City:	N/A	N/A	N/A	N/A	N/A
	Other: Brazosport College	2017	10 Years	Annual Avg. of \$2,979,300	see detail below	0
	Other: Velasco Drainage District	2017	10 Years	Annual Avg. of \$1,039,686	see detail below	0
Local Government Code Chapters 380/381	Other: Port Freeport	2017	10 Years	Annual Avg. of \$477,319	see detail below	0
	County:	N/A	N/A	N/A	N/A	N/A
	City:	N/A	N/A	N/A	N/A	N/A
Freeport Exemptions	Other:	N/A	N/A	N/A	N/A	N/A
	N/A	N/A	N/A	N/A	N/A	N/A
Non-Annexation Agreements	N/A	N/A	N/A	N/A	N/A	N/A
	N/A	N/A	N/A	N/A	N/A	N/A
Enterprise Zone/Project	N/A	N/A	N/A	N/A	N/A	N/A
	N/A	N/A	N/A	N/A	N/A	N/A
Economic Development Corporation	N/A	N/A	N/A	N/A	N/A	N/A
	N/A	N/A	N/A	N/A	N/A	N/A
Texas Enterprise Fund	N/A	N/A	N/A	N/A	N/A	N/A
	N/A	N/A	N/A	N/A	N/A	N/A
Employee Recruitment	N/A	N/A	N/A	N/A	N/A	N/A
	N/A	N/A	N/A	N/A	N/A	N/A
Skills Development Fund	N/A	N/A	N/A	N/A	N/A	N/A
	N/A	N/A	N/A	N/A	N/A	N/A
Training Facility Space and Equipment	N/A	N/A	N/A	N/A	N/A	N/A
	N/A	N/A	N/A	N/A	N/A	N/A
Infrastructure Incentives	N/A	N/A	N/A	N/A	N/A	N/A
	N/A	N/A	N/A	N/A	N/A	N/A
Permitting Assistance	N/A	N/A	N/A	N/A	N/A	N/A
	N/A	N/A	N/A	N/A	N/A	N/A
Other:	N/A	N/A	N/A	N/A	N/A	N/A
	N/A	N/A	N/A	N/A	N/A	N/A
Other:	N/A	N/A	N/A	N/A	N/A	N/A
	N/A	N/A	N/A	N/A	N/A	N/A
Other:	N/A	N/A	N/A	N/A	N/A	N/A
	N/A	N/A	N/A	N/A	N/A	N/A
TOTAL					9,783,944	0

Additional information on incentives for this project:

County Terms:	Freeport LNG Development, LP expects to apply for an abatement structured as follows: 100% abatement for 10 years
College Terms:	Freeport LNG Development, LP expects to apply for an abatement structured as follows: 100% abatement for 10 years
Drainage Terms:	Freeport LNG Development, LP expects to apply for an abatement structured as follows: 100% abatement for 10 years
Port Terms:	Freeport LNG Development, LP expects to apply for an abatement structured as follows: 100% abatement for 10 years

Schedule C: Employment Information

Date 8/11/2016
 Applicant Name Freeport LNG Development, L.P. and its affiliate
 ISD Name Brazosport ISD

Form 50-296A
 Revised May 2014

Year	School Year (YYYY-YYYY)	Tax Year (Actual tax year YYYY)	Number of Construction FTE's or man-hours (specify)	Average annual wage rates for construction workers	Construction		Number of non-qualifying jobs applicant estimates it will create (cumulative)	Number of new qualifying jobs applicant commits to create meeting all criteria of Sec. 313.021(3) (cumulative)	Non-Qualifying Jobs		Qualifying Jobs	
					Column A	Column B			Column C	Column D	Column E	
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2017-2018	2017									
			150 FTE	52,000		0	0	0			0	
		2018-2019	2018									
			650 FTE	62,000		0	0	0			0	
Value Limitation Period <i>The qualifying time period could overlap the value limitation period.</i>	1	2019-2020	2019									
			1200 FTE	52,000		0	0	0			0	
		2020-2021	2020									
			400 FTE	62,000		5	10	10			60,000	
Years Following Value Limitation Period	11 through 25	2021-2022	2021	N/A	N/A		30	10	10		60,000	
		2022-2023	2022	N/A	N/A		45	10	10		60,000	
		2023-2024	2023	N/A	N/A		45	10	10		60,000	
		2024-2025	2024	N/A	N/A		45	10	10		60,000	
		2025-2026	2025	N/A	N/A		45	10	10		60,000	
		2026-2027	2026	N/A	N/A		45	10	10		60,000	
		2027-2028	2027	N/A	N/A		45	10	10		60,000	
		2028-2029	2028	N/A	N/A		45	10	10		60,000	
		2029-2030	2029	N/A	N/A		45	10	10		60,000	
		2030-2031	2030	N/A	N/A		45	10	10		60,000	

Notes: See TAC 9.1051 for definition of non-qualifying jobs.
 Only include jobs on the project site in this school district.

C1. Are the cumulative number of qualifying jobs listed in Column D less than the number of qualifying jobs required by statute? (25) Yes No

If yes, answer the following two questions:

C1a. Will the applicant request a job waiver, as provided under 313.025(f)?

Yes No

C1b. Will the applicant avail itself of the provision in 313.021(3)(F)?

Yes No

Freeport LNG Development, L.P.
Chapter 313 Application to Brazosport ISD
Cummings Westlake, LLC

TAB 15

Economic Impact Analysis, other payments made in the state or other economic information [if applicable]

None.

Freeport LNG Development, L.P.
Chapter 313 Application to Brazosport ISD
Cummings Westlake, LLC

TAB 16

Description of Reinvestment Zone or Enterprise Zone, including:
a) Evidence that the area qualifies as an enterprise zone as defined by the Governor's office.

b) Legal description of reinvestment zone.*

c) Order, resolution, or ordinance established the reinvestment zone.*

d) Guidelines and criteria for creating the zone.*

16(a) - Not applicable

16(b) - See tab 9, includes the legal descriptions of land delineating Freeport LNG Development, L.P. Reinvestment Zone No. 2, which was established on September 28, 2010, and Freeport LNG Development, L.P. Reinvestment Zone No. 3, which was established on July 24, 2012.

Note: Freeport LNG Development, L.P. Reinvestment Zone No. 2 expires October 27, 2015 and will be renewed prior to CPA certificate. The renewal is anticipated to take place by November 9th, 2015.

16(c) - Attached

16(d) - Attached

Order Creating Reinvestment Zone #2
(16C)

Date: 9/28/2010

THE SPECIAL COMMISSIONERS COURT SESSION OF BRAZORIA COUNTY, TEXAS
ORDER NO. VIII.B.1.c.

**RE: Freeport LNG Development, LP Tax Abatement application: Order granting
Tax Abatement**

That the application for tax abatement of Freeport LNG Development, LP attached hereto be granted in accordance with the Guidelines and Criteria for Granting Tax Abatement in a Reinvestment Zone created in Brazoria County for a term of seven (7) years, and at 100% abatement of eligible properties;

It is further determined that the abatement period would better benefit the County and the Applicant by deferring the commencement date effective January 1, 2012;

It is further determined that the County Judge is authorized to execute a tax abatement with Freeport LNG Development, LP in accordance with the same guidelines and criteria.

Order Creating Reinvestment Zone #3
(16C)

Date: 7/24/2012

THE SPECIAL COMMISSIONERS COURT SESSION OF BRAZORIA COUNTY, TEXAS
ORDER NO. VII.B.2.c.

RE: Designation of Freeport LNG Development LP Reinvestment Zone No. 3

Whereas, a request has been received by Brazoria County for the Designation of Freeport LNG Development LP Reinvestment Zone No. 3 which is more particularly identified in the attached Exhibit "A" and incorporated herein by reference; and

Whereas, a public hearing was held on the Designation of Freeport LNG Development LP Reinvestment Zone No. 3 and the public was given an opportunity to speak and present evidence for or against such designation; and

Whereas, notice of the hearing was given in the manner as provided by law; Therefore, based upon the information presented to the Court and the public hearing, the Court finds that the designation of this zone would contribute to the retention or expansion of primary employment or would attract major investment in the zone that would be a benefit to the property included in the zone and would contribute to the economic development of the County.

(16D)

**GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENT
IN A REINVESTMENT ZONE CREATED IN BRAZORIA COUNTY**

WHEREAS, the creation, retention and diversification of job opportunities that bring new wealth are among the highest civic priority; and

WHEREAS, the purpose of tax abatement is to provide an incentive offered by the tax-payers, i.e. citizens of Brazoria County, to attract investments, that lead to better quality of life and better services. The wealth created by these enterprises leads to more service and retail businesses, which in addition to improving quality of life, increases the tax base. In summary, by giving incentive in terms of tax abatement, the citizens agree to give up short term tax benefits, for long term benefits; and

WHEREAS, new jobs, investment and industrial diversification will benefit the area economy, provide needed opportunities, strengthen the real estate market and generate tax revenue to support local services; and

WHEREAS, the communities within Brazoria County must compete with other localities across the nation currently offering tax inducements to attract new plant and modernization projects; and

WHEREAS, any tax incentives offered in Brazoria County would reduce needed tax revenue unless strictly limited in application to those new and existing industries that bring new wealth to the community, and

WHEREAS, the abatement of property taxes, when offered to attract capital investment and primary jobs in industries which bring in money from outside a community instead of merely recirculating dollars within a community, has been shown to be an effective method of enhancing and diversifying an area of economy; and

WHEREAS, Texas law requires any eligible taxing jurisdiction to establish Guidelines and Criteria as to eligibility for tax abatement agreements prior to granting of any future tax abatement, and said Guidelines and Criteria to be unchanged for a two year period unless amended by a three-quarters vote;

Now, therefore, be it resolved that Brazoria County does hereby adopt these Guidelines and Criteria for granting tax abatement in reinvestment zones in Brazoria County.

DEFINITIONS Section 1

- (a) "Abatement" means the full or partial exemption from ad valorem taxes on certain property in a reinvestment zone designated by Brazoria County for economic development purposes.
- (b) "Abatement Period" means the period during which all or a portion of the value of real property or tangible personal property that is the subject of a tax abatement agreement is exempt from taxation.
- (c) "Abated Facility Site" (or "proposed abated facility site") means the tract(s) or area of land underlying the proposed improvements to be abated.
- (d) "Agreement" means a contractual agreement between a property owner and/or lessee and Brazoria County for the purpose of tax abatement.
- (e) "Base year value" means the assessed value of eligible property January 1 preceding the execution of the agreement plus the agreed upon value of eligible property improvements made after January 1 but before the execution of the agreement.
- (f) "Brazoria County Vendor and Services" means a company that employs Brazoria County residents and pays Brazoria County taxes.
- (g) "Deferred maintenance" means the improvements necessary for continued operations which do not improve productivity or alter the process technology.
- (h) "Distribution Center Facility" means buildings and structures, including machinery and equipment, used or to be used primarily to receive, store, service, or distribute goods or materials owned by the facility operator where seventy percent (70%) of the goods or services are distributed outside of Brazoria County.
- (i) "Economic Development" means participation in or support of an organized program or entity which for the purpose of its mission, engages in activities designed to encourage employment opportunities development/commercial and manufacturing business/industry to locate and/or expand in Brazoria County, thus expanding and diversifying the tax base as well as increasing the economic strength and stability of Brazoria County.
- (j) "Eligible jurisdiction" means Brazoria County and any municipality or other local taxing jurisdictions eligible to abate taxes according to Texas law, the majority of which is located in Brazoria County that levies ad valorem taxes upon and provides services to reinvestment zone designated by Brazoria County.
- (k) "Employee" for the purposes of the economic qualifications of Section 2(h)(2) of these Guidelines and Criteria shall include all persons directly employed by the owner of the planned improvement at the abated facility site/reinvestment zone together with any independent contractor or employee of independent contractors employed on a full-time (40 hours per week equivalent) basis at the facility site/reinvestment zone continuously for the duration of the abatement agreement.
- (l) "Existing facility" is the facility described in Section 2 (a) that will be expanded or modernized and which contains the proposed improvements to be abated. A manufacturing or processing unit or units of a larger plant complex that separately comprise a manufacturing or production sub-unit of the larger plant shall be considered the existing facility for purposes of the Section 2 (h) (2) employment retention requirement (that the planned improvements cause the retention or prevention of loss of employment of 10 employees or 50% of the employees of the existing facility, whichever is greater). For example, if an existing facility has 100 employees, an expansion or modernization of all or part of that facility must result in the retention of at least 50 employees employed at or in connection with the expanded or modernized "existing facility" in order for the facility improvements to qualify for abatement.
- (m) "Expansion" means the addition of buildings, structures, machinery or equipment for purposes of increasing production capacity.
- (n) "Facility" means property improvements completed or in the process of construction which together comprise an integral whole.

ABATEMENT AUTHORIZED Section 2	
(o)	"Manufacturing Facility" means buildings and structures, including machinery and equipment, the primary purpose of which is or will be the manufacture of tangible goods or materials or the processing of such goods or materials by physical or chemical change.
(p)	"Modernization" means the replacement and upgrading of existing facilities which increases the productive input or output, updates the technology or substantially lowers the unit cost of the operation. Modernization may result from the construction, alteration or installation of buildings, structures, fixed machinery or equipment. It shall not be for the purpose of reconditioning, refurbishing, or repairing.
(q)	"New Facility" means a property previously undeveloped which is placed into service by means other than or in conjunction with expansion or modernization.
(r)	"Other Basic Industry" means buildings and structures including fixed machinery and equipment not elsewhere described, used or to be used for the production of products or services which serve a market primarily outside Brazoria County.
(s)	"Productive Life" means the number of years a property improvement is expected to be in service. After a cessation of production, the productive life of property improvements may be deemed to end, at County's election, on the date of cessation of production either upon (1) a determination by the County that it is unlikely the improvement(s) will be reactivated as an integral part of a producing facility, and/or (2) the expiration of eighteen (18) continuous or non-consecutive months of non-production in any twenty-four (24) month period following the date the property improvement(s) cease to be in active service as part of a facility operating in a producing capacity. Upon cessation of production and for calculation of the recapture amount or taxes, the "productive life" will be determined to begin on the effective date of the tax abatement as set forth in the Agreement.
(t)	"Qualified Vendors and Services" means those vendors and services that meet the company's individual stated requirements, which can include but are not limited to: safety, financial condition, environmental record, quality or ability to perform.
(u)	"Regional Entertainment Facility" means buildings and structures, including machinery and equipment, used or to be used to provide entertainment through the admission of the general public where seventy percent (70%) of users reside at least 50 miles from its location in Brazoria County.
(v)	"Research Facility" means buildings and structures, including machinery and equipment, used or to be used primarily for research or experimentation to improve or develop new tangible goods or materials or to improve or develop the production processes thereto.
(w)	"Regional Service Facility" means buildings and structures, including machinery and equipment, used or to be used to service goods where seventy percent (70%) of the goods being serviced originate outside of Brazoria County.
(x)	"Tangible personal property" means tangible personal property classified as such under state law, but excludes inventory and/or supplies, ineligible property as defined herein, and tangible personal property that was located in the investment zone at any time before the period covered by the agreement with the County.
(f)	Leased Facilities. Leasehold Interest: Abatement may be granted with the owner of a leasehold interest in tax-exempt real property located in a reinvestment zone designated to exempt all or a portion of the value of the leasehold interest in the real property.
	Lessee Interest: Abatement may be granted with a lessee of taxable real property located in a reinvestment zone to exempt from taxation (1) all or a portion of the value of the fixtures, improvements, or other real property owned by the lessee and located on the property that is subject to the lease, (2) all or a portion of the value of tangible personal property owned by the lessee and located

on the real property that is the subject of the lease, or (3) all or a portion of the value of both the fixtures, improvements, or other real property and the tangible personal property defined herein.

Leasehold Interest/Lessee shall be required to submit with its application a copy of the executed lease agreement between lessor/lessee demonstrating a minimum lease term double the abatement term granted.

- (g) Value and Term of Abatement. Abatement shall be granted effective with the January 1 valuation date immediately following the date of the Commissioners Court Order granting the abatement and approving the abatement application. Commissioners Court shall consider the percent of value and the term of the abatement based upon the overall value of the project and the number of new jobs being created. The term of abatement may be up to 10 years or one-half (1/2) of the productive life of the improvement, whichever is less. The "productive life" will be calculated from the effective date of the tax abatement and the date the equipment ceased to be in service. The abatement may be extended through an initial agreement and a subsequent agreement may be required to comply with state law regarding the term of the reinvestment zone.

If it is determined that the abatement period would better benefit the County and the Applicant by deferring the commencement date beyond the January 1 following the Commissioners Court Order granting the abatement and approving the abatement application, the County may defer the commencement date of the abatement period to a future date certain. The deferral of the commencement date will not allow the duration of the abatement period to extend beyond ten (10) years. However, in no event shall the abatement begin later than the January 1 following the commencement of construction.

If a modernization project includes facility replacement, the abated value shall be the value of the new unit(s) less the value of the old unit(s).

New eligible properties must be in active service and operation as part of a facility operating in a producing capacity for a period equal to double the abatement period (*i.e.* seven year abatement, then in producing capacity for 14 years) in order to receive the full term of the abatement granted and not be subject to the term reduction and recapture/payment obligation provisions.

- (h) Economic Qualification. In order to be eligible for designation as a reinvestment zone and to qualify for tax abatement the planned improvement:
- (1) must be reasonably expected to increase and must actually increase the value of the property in the amount of \$1 million or more;
 - (2) must create employment for at least 10 people on a full-time (40 hours per week equivalent) basis in Brazoria County for the duration of the abatement period at the abated facility site described in the tax abatement application; or alternatively, must retain and prevent the loss of employment of 10 employees or fifty percent (50%) of the existing number of employees, at the time of application, employed at or in connection with the existing facility containing the abated facility site described in the tax abatement application, whichever is greater, for the duration of the abatement period. The following is applicable to the employment retention/preventing loss of employment requirement:

- (1) must be reasonably expected to increase and must actually increase the value of the property in the amount of \$1 million or more;
- (2) must provide for and pay, at the time of filing an application for tax abatement, a non-refundable application fee of \$1,000. A part of the application fee will be dedicated by Brazoria County to economic development programs authorized by Local Government Code, Section 381.004.
- (3) must file a plan statement with application demonstrating willingness and planned efforts to use qualified Brazoria County union and/or nonunion vendors and services where applicable in the

- a. "Existing facility" is the facility described in Section 2 (a) that will be expanded or modernized and which contains the proposed improvements to be abated. A manufacturing or processing unit or units of a larger plant complex that separately comprise a manufacturing or production sub-unit of the larger plant shall be considered the existing facility for purposes of the Section 2(h)(2) employment retention requirement (that the planned improvements cause the retention or prevention of loss of employment of 10 employees or 50% of the employees of the existing facility, whichever is greater). For example, if a large plant complex has a sub-unit that produces chlorine and 100 employees are employed at or in connection with that unit, an expansion or modernization of all or part of that facility must result in the retention of at least 50 employees employed at or in connection with the expanded or modernized "existing facility" in order for the facility improvements to qualify for abatement.
- b. Employees of a larger plant unit transferred or assigned to and employed at or in connection with a new sub-unit containing the planned improvements, constructed on undeveloped land constituting the proposed abated facility site/reinvestment zone shall be considered "created" employment for purposes of this sub-section.

The proposed number of employees to be employed at the abated facility as stated in the abatement application for the property that is the subject of the tax abatement agreement (including the projected creation or retention of employment) must be maintained for the duration of the abatement period at the abated facility site. For purposes of this sub-section, in order for a planned improvement to be considered as preventing the loss of employment or retaining employment, the abated facility/project must be necessary in order to retain or keep employees at the abated facility as indicated in the application and in order to retain the proposed number of employees at the levels as indicated in the application and in order to retain the proposed number of employees at the abated facility as indicated in the application. The owner/Applicant seeking to qualify on the basis of retention or preventing loss of employment must provide a detailed statement as an attachment to its application affirmatively representing compliance with this subsection and explaining the necessity of this project to prevent loss of employment. Any variance from the requirements of this sub-section is subject to approval of Commissioners Court in accordance with the variance section of these Guidelines & Criteria.

- (3) must be not expected to solely or primarily have the effect of transferring employment from one part of the county to another part of the county. A variance may be requested relative to this provision which approval shall be at the sole discretion of the County.
- (4) must be necessary because capacity cannot be provided efficiently utilizing existing improved property:
- Additionally, the owner of the project:
- (5) must file a plan statement with application demonstrating willingness and planned efforts to use qualified Brazoria County union and/or nonunion vendors and services where applicable in the

construction and operations of the facility. Brazoria County vendors and services must be competitive with non-county union and/or nonunion vendors and services regarding price, quality, safety, availability and ability perform. It is preferred that applicant seek qualified workers who are United States citizens and veterans and also legal residents prior to seeking workers from other countries.

- (7) will annually, for the term of the abatement, contribute .000207 of the value reported in "Part IV Section F" of the abatement application (estimated value of abated improvements at the conclusion of the abatement period). Air carriers receiving abatement will contribute an amount equal to .000207 of the estimated value of the personal property of the air carrier indicated in its Application. Each project will contribute no more than \$25,000.00 for projects \$500 million or less in capital investment and no more than \$500,000 for project greater than \$500 million in capital investment nor less than 2,000 annually to be used specifically to fund economic development in Brazoria County as authorized by Local Government Code, Section 381.004. The annual contribution shall be paid to Brazoria County through the County Auditor's Office on or before January 1 of each year of the tax abatement contract term.
- (8) must not file with the Brazoria County Appraisal District a valuation or taxpayer protest or notice of protest pursuant to the Texas Property Tax Code during the abatement period legally protesting the valuation of the abated improvements of a manufacturing facility pursuant to an appraisal method that produces a valuation of improvements based on each improvement's value as a separate item of personal property rather than the improvements' value as integral fixtures of a producing manufacturing facility. An owner's legal protest of the improvements' value pursuant to the Texas Property Tax Code must be based on and use accepted appraisal methods and techniques allowed by law (Texas Property Tax Code) and uniform standards of professional appraisal practice. The filing of a valuation protest or notice of protest contrary to this standard shall cause the tax abatement agreement to be subject to termination and recapture of all previously abated taxes.
- (9) must not be a defendant in any litigation by the County seeking recovery or recapture of previously abated taxes.
- (i) Taxability. From the execution of the abatement contract to the end of the agreement period, taxes shall be payable as follows:
 - (1) The value of ineligible property as provided in Section 2(e) shall be fully taxable;
 - (2) the base year value of existing eligible property as determined each year shall be fully taxable; and
 - (3) the additional value of new eligible property shall be taxable in the manner described in Section 2(g).

APPLICATION Section 3

(a) The Application for tax abatement may be obtained from the County Judge's Office or on the Brazoria County website at www.brazoria-county.com. Applicant may contact the Judge's Office at (979) 864-1200 or (281) 756-1200.

- (b) Any present or potential owner of taxable property in Brazoria County may request the creation of a reinvestment zone and tax abatement by filing a tax abatement application with Brazoria County. The application shall be filed with the County Judge by providing twelve (12) copies or an electronic version and five (5) copies. The additional copies provided will be furnished to each member of Commissioners Court and the Tax Abatement Review Committee (TARC). After filing the application, the Applicant shall provide an economic impact analysis report, in a format comparable to the Texas Governor's economic impact analysis report, to the County Judge's Office prior to the TARC meeting on the Applicant's tax abatement application.
- (c) The application shall consist of a completed application form accompanied by: a general description of the proposed use and the general nature and extent of the modernization, expansion or new improvements which will be a part of the facility; a map and property description; a time schedule for undertaking and completing the planned improvements. In the case of modernizing, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The application form shall require such financial and other information as Brazoria County deems appropriate for evaluating the financial capacity and other factors of the Applicant. Applicant should not submit confidential information as part of the application. If doing so cannot be avoided, a general description in non-confidential terms should be included on the application, along with a sealed document containing the confidential information as an attachment and clearly marked "CONFIDENTIAL".
- (d) Upon receipt of a completed application, the County Judge shall notify in writing the presiding officer of the legislative body of each eligible jurisdiction. Before acting upon the application, Brazoria County Commissioners Court shall hold a public hearing at which interested parties shall be entitled to speak and present written materials for or against the approval of the tax abatement. The public hearing shall also afford the Applicant and the designated representative of any eligible jurisdiction opportunity to show cause why the abatement should or should not be granted. Notice of the public hearing shall be clearly identified on a Brazoria County notice to be posted at least 30 days prior to the hearing.
- (e) After receipt of an application for creation of a reinvestment zone and application for abatement, the Tax Abatement Review Committee (TARC) shall prepare a feasibility study setting out the impact of the proposed reinvestment zone and tax abatement. The feasibility study shall include, but not be limited to, an estimate of the economic effect of the creation of the zone and the abatement of taxes and the benefit to the eligible jurisdiction and the property to be included in the zone. The economic impact analysis report provided by the Applicant shall be attached to the feasibility study and included as part of the feasibility study report.
- (f) If, upon written request for a legal opinion or interpretation from the Commissioners' Court or its members, the legal counsel for Brazoria County determines that the application does not appear to comply with the written language of the Guidelines and Criteria, a public hearing on said application if already set, shall be postponed for a period of at least thirty days from the scheduled date of public hearing to allow time for further review by the Commissioners' Court or any duly appointed review panel.

committee, or if an initial setting has not been made, the hearing on such application shall be set on the Commissioners' Court agenda no sooner than sixty (60) days from the time the Court enters an order to set the public hearing date.

The Applicant shall file a supplement or addendum to its application to show cause why the application should be approved and shall present reasons at the public hearing on the same.

Provided that any final decision or interpretation as to the intent and meaning or policy of any provision or its written language; any final decision as to whether or not an application complies or does not comply with the guidelines and criteria; and any final decision as to whether to grant or deny tax abatement shall be made by the Commissioners' Court at its sole discretion.

(g) Brazoria County shall not establish a reinvestment zone for the purpose of abatement if it finds that the request for the abatement was filed after the commencement of construction, alteration, or installation of improvements related to a proposed modernization, expansion or new facility.

(h) Variance. Requests for variance from the provisions of Subsections (a) (b) (e) (g), (h) (1), (h) (2) and/or (h) (3) of Section 2 may be made in written form to the County Judge with a copy forwarded to the TARC. Such requests shall include a complete description of the circumstances explaining why the Applicant should be granted a variance. Approval of a request requires a four-fifths (4/5) vote of the Commissioners' Court.

(i) Special Variance: Air Carriers. A special variance from all applicable provisions of these guidelines and criteria, with the exception of Section 2 (h) (5) and (h) (7) may be granted allowing abatement or partial abatement of ad valorem taxes on the personal property of a certificated or non-certificated air carrier that owns or leases taxable real property in Brazoria County provided that the personal property has a value of at least \$10,000,000. Approval of a request for this variance requires a three-fourth (3/4) vote of the Commissioners' Court.

PUBLIC HEARING Section 4

(a) Neither a reinvestment zone nor abatement agreement shall be authorized if it is determined that:

- (1) there would be a substantial adverse affect on the provision of government service or tax base;
- (2) the Applicant has insufficient financial capacity;
- (3) planned or potential use of the property would constitute hazard to public safety, health or morals; or,
- (4) violation of other codes or laws.

AGREEMENT Section 5

(a) After approval, Brazoria County Commissioners' Court shall formally pass a resolution and execute an agreement with the Applicant as required which shall include:

- (1) estimated value to be abated and the base year value;
- (2) percent of value to be abated each year as provided in Section 2(g);
- (3) the commencement date and the termination date of abatement;
- (4) the proposed use of the facility; nature of construction, time schedule, map, property description and improvement list as provided in Application, Sections II and III;
- (5) contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, recapture, administration and assignment as provided in Sections 2(a), 2(f), 2(g), 2(t) 6, 7, and 8;
- (6) size of investment and average number of jobs involved for the period of abatement; and
- (7) provision that Applicant shall annually furnish information necessary for Brazoria County's evaluation of Applicant's compliance with the terms and conditions of the tax abatement agreement and these guidelines and criteria (in the form of an annual report/statement of compliance), together with an additional provision that Brazoria County may, at its election, request and obtain information from Applicant as is necessary for the County's evaluation of Applicant's compliance with the terms and conditions of the tax abatement agreement and these guidelines and criteria. See Attachment A.
- (8) provision that, upon expiration of the tax abatement agreement, Applicant shall begin annually reporting the status of the abated improvements regarding active service and operation as part of a facility operating in a producing capacity. Reporting will be for the same amount of years as the tax abatement period (i.e. seven year abatement, then follow-up reporting for seven more years). See Attachment B.

- (b) Such agreement shall be executed within sixty (60) days after the Applicant has forwarded all necessary information and documentation to Brazoria County.

RECAPTURE Section 6

- (a) In the event the facility contemplated herein is completed and begins producing product or service, but the company fails to maintain the level of employment (including the projected creation or retention of employment) stated in the abatement application for the property that is the subject of the abatement agreement, the county may elect to: (1) Declare a default and terminate the abatement agreement without recapturing prior years' abated taxes; (2) Declare a default, terminate the agreement and order a recapture of all or part of the previous years' abated taxes; or (3) Set specific terms and conditions for the continuation of the abatement exemption for the duration of the term of the agreement under its present terms or alter the amount of the abatement for the remaining term of the agreement.

- (b) Should Brazoria County determine that the company or individual is in default according to the terms and conditions of its agreement, Brazoria County shall notify the company or individual in writing at the address stated in the agreement and if such is not cured within sixty (60) days from the date of such notice ("Cure Period"), then the agreement may be terminated.

(c)	In the event that the company or individual (1) allows its ad valorem taxes owed the County to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest, or (2) violates any of the terms and conditions of the abatement agreement and fails to cure during the Cure Period, the agreement then may be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within sixty (60) days of the termination.	and the Tax Abatement Review Committee clearly detailing the status of the facility and how it is complying with the abatement guidelines. The Committee shall annually evaluate each abated facility and report possible violations to the contract and agreement to the Brazoria County Commissioners' Court. A form of annual report that may be used by the owner is attached as Attachment A to these Guidelines & Criteria, and the owner's annual report shall, at a minimum, contain the information shown in Attachment A form.
(d)	Failure to provide any requested statement or information pursuant to the provisions described in Section 5(a)(7) without just cause within sixty (60) days of the request for the information or the presentation of any false or misleading statement may, at the County's option, be construed as a default by the company or individual and cause for immediate termination of the tax abatement agreement and recapture of all previously abated taxes, if after written notice of default, the company or individual has not cured such default prior to the expiration of thirty (30) days from such written notice. The Cure Period provisions of sub-sections (b) and (c) above are not applicable to a default and termination under this paragraph.	Upon expiration of the Tax Abatement term, the owner of the abated improvements must submit a written report/statement of compliance annually, beginning January 1 after the expiration of the tax abatement term, documenting that the abated improvements remain in active service and operation as part of a facility operating in a producing capacity for an additional period equal to the abatement period granted and completed (<i>i.e.</i> , seven year abatement, then in producing capacity for an additional 7 years after expiration of the tax abatement agreement) in order to receive the full term of the abatement granted and not be subject to the term reduction and recapture/payment obligation provisions. The Report shall be delivered to the County Judge. The Committee shall annually evaluate each abated facility and report possible violations to the contract and agreement to the Brazoria County Commissioners' Court. A form of annual report that may be used by the owner is attached as Attachment B to these Guidelines & Criteria, and the owner's annual report shall, at a minimum, contain the information shown in the Attachment B form.
(f)	ADMINISTRATION Section 7	ASSIGNMENT Section 8 Abatement may be transferred and assigned by the holder to a new owner or lessee of the same facility upon the approval by resolution of Brazoria County subject to the financial capacity of the assignee and provided that all conditions and obligations in the abatement agreement are guaranteed by the execution of a new contractual agreement with Brazoria County. No assignment or transfer shall be approved if the new parties to the existing agreement, the new owner or new lessee are liable to Brazoria County or any eligible jurisdiction for delinquent taxes or other obligations. Approval shall not be unreasonably withheld.
(g)	(a) The Chief Appraiser of the County shall annually determine an assessment of the real and personal property comprising the reinvestment zone. Each year, the company or individual receiving abatement shall furnish the assessor with such information as may be necessary for the abatement. Once value has been established, the Chief Appraiser shall notify the eligible jurisdictions which levy taxes on the amount of the assessment. (b) The agreement shall stipulate that TARC of Brazoria County will have access to the reinvestment zone during the term of the abatement to inspect the facility to determine if the terms and conditions of the agreement are being met. All inspections will be made only after the giving of twenty-four (24) hours prior notice and will only be conducted in such a manner as to not unreasonably interfere with the construction, and/or operation of the facility. All inspections will be made with one or more representatives of the company or individual and in accordance with their safety standards. (c) Tax Abatement Review Committee: The Commissioners' Court shall appoint a standing Tax Abatement Review Committee (TARC) for purposes of (i) reviewing the tax abatement application and preparing the feasibility study report required by Section 3(d) of these guidelines; (ii) conducting annual inspections and/or evaluations of the abated facilities to insure compliance with the terms/conditions of the tax abatement agreement. (d) The Tax Abatement Review Committee shall be comprised of, but not limited to, a representative appointed by each Commissioners' Court member. The County Auditor, District Attorney representative, and County Tax Assessor Collector shall serve as ex-officio members of the Committee to advise on abatement qualifications and procedures. The County Judge and the Commissioner of the Precinct in which a proposed abated facility will be located will serve on the Committee during the period when the Committee is preparing the feasibility study report and conducting the annual inspection and/or evaluation of the facility. (e) Upon completion of construction, the owner of an abated facility must submit a written report/statement of compliance annually during the life of the abatement to the Brazoria County Commissioners' Court	PROVISIONS REGARDING CITY-INITIATED ABATEMENTS Section 9 This section is applicable to tax abatement applications for property located in a reinvestment zone designated by a city and applications by Applicants who have previously entered into a tax abatement agreement with a city regarding that property. All provisions of these Guidelines & Criteria are applicable to city-initiated reinvestment zones and abated areas within a city's territorial limits unless otherwise stated herein or provided by law. An Applicant shall file a tax abatement application on the County's application form together with all attachments and statements described in the application instructions and in subsection (d) herein below. Upon receipt of a tax abatement application applicable to property within a city-designated reinvestment zone subject to a city's tax abatement agreement, the application shall be reviewed for approval as to (a)

correct application form, (b) represented compliance with economic value estimates and employment criteria of Section 2(h) of the Guidelines & Criteria, (c) legal description requirements, (d) attachment of a correct copy of the city's ordinance designating the area as a reinvestment zone and granting abatement and (e) attachment of a correct copy of the fully executed tax abatement agreement between the city and the Applicant.

- (e) After review (and subject to approval of the matters in (d) above), the public hearing on the tax abatement shall be scheduled at the Commissioners Court meeting that next follows the one at which the Order Setting Hearing Date is entered, unless otherwise ordered by Commissioners Court. If there are any compliance problems with the application (including any problems to be resolved or amendments to the application to be made prior to the public hearing), the County Judge and Precinct Commissioners shall be advised of these compliance problems/matters to be resolved in a memo from the Civil Division-District Attorney's Office transmitting the Order Setting Hearing Date. No hearing shall be set on any application that fails to attach both the ordinance designating reinvestment zone and the copy of the fully executed tax abatement agreement between the city and the Applicant, or which is deficient as to application form or legal description. In such case the Applicant shall be informed of the necessity of attaching those documents or making necessary corrections, and there will be no further processing of the application until the same are received.
- (f) The notice provisions of Section 3 (c) are not applicable to an application under this section.
- (g) The percentage of property value abated and the term of abatement shall be the same as that stated in the city's tax abatement agreement unless otherwise specifically ordered in the Commissioners Court order granting abatement.

SUNSET PROVISION Section 10

- (a) These Guidelines and Criteria are effective upon the date of their adoption and will remain in force for two years, at which time all reinvestment zones and tax abatement contracts created pursuant to its provisions will be reviewed by Brazoria County to determine whether the goals have been achieved. Based on that review, the Guidelines and Criteria will be modified, renewed or eliminated, provided that such actions shall not affect existing contracts or applications for tax abatement filed prior to the expiration of said Guidelines and Criteria. Applications for abatement filed prior to the expiration of the Guidelines and Criteria shall be governed by the provisions of these Guidelines and Criteria regardless of any subsequent modification or amendment.
- (b) This policy is mutually exclusive of existing Industrial District Contracts and owners of real property in areas deserving of special attention as agreed by the eligible jurisdictions.
- (c) These guidelines and policies for Tax Abatement shall be effective May 31, 2014, and shall remain in force until May 31, 2016, unless amended or superseded, modified, renewed, or eliminated by Commissioners' Court prior to that date.

ATTACHMENT A

(TO THE BRAZORIA COUNTY GUIDELINES & CRITERIA FOR GRANTING TAX ABATEMENT)
(This form is located at www.brazoria-county.com)

ANNUAL REPORT FORM

ANNUAL REPORT
PURSUANT TO SECTION 5(a)(7) AND 7(e) OF
THE BRAZORIA COUNTY GUIDELINES &
CRITERIA ON TAX ABATEMENT

RE: TAX ABATEMENT AGREEMENT

(Company/Owner Name)

REINVESTMENT ZONE (RZ) NO. _____ (Number of RZ, if applicable)

1. Commencement and/or completion date of the contemplated improvements described in the tax abatement agreement.

Date of commencement of construction: _____

Date of completion all contemplated improvements: _____

2. Number of permanent employees, contract employees and temporary contract employees currently employed by you at the tax abated facility location or construction site as of the date of this Report. (See definitions below).

Permanent Employees: _____

*Permanent Contract Employees

(* List contract employees employed on a full-time, 40 hours per week equivalence basis and who are expected to be employed on a full-time basis for the duration of the abatement period. Do not include temporary contract employees.)

**Temporary Contract Employees

(**List temporary contract employees who are employed for a temporary period ending prior to expiration of the tax abatement term)

3. Status of construction of the contemplated improvements, percentage of construction completed and Owner's estimate of taxable value of constructed improvements on the date of the Report.

Percentage of construction completed: _____

Estimated value of improvements:
As of _____

4. Status of production of the completed facility and the productive service capacity of the improvements. (only applicable to a completed facility that has previously commenced production)
Is the abated facility currently producing the product or similar product described in the tax abatement agreement? _____

 Yes or No

If the answer to the above question is "No", please state the date or time period when production ceased and attach a narrative explanation of the reason for cessation of production as Attachment B. _____

If production at this abated facility is shut down, please state the expected date or time period, if any, at which/during which you expect the facility to resume production operations. If you do not expect to resume production at this abated facility, please state "plant closed" in the blank space.

State your estimate of the expected productive life of the abated facility and its improvements as measured from the beginning date of production until the expected permanent cessation of production. (or in other words, the total number of years, if any, that you expect the abated facility improvements to be in service as part of the operations of a producing facility, including in your total any previous years of production prior to the date of this report.)

5. Include a narrative of your use of Brazoria County vendors and services and attach the same as Attachment A to this Report.
Is the narrative on use of Brazoria County vendors and Services attached? _____

 Yes or No

To the best of my knowledge, the above information and estimates are true and correct.

Owner: _____
By: _____
Printed Name: _____
Title/Position: _____
Date: _____

PRODUCTIVE LIFE REPORT
TAX ABATEMENT TERM COMPLETED
PURSUANT TO SECTION 7(e)(8) AND 7(f) OF
THE BRAZORIA COUNTY GUIDELINES &
CRITERIA ON TAX ABATEMENT

RE: TAX ABATEMENT AGREEMENT	(Company/Owner Name)
REINVESTMENT ZONE (RZ) NO. _____	(Number of RZ, if applicable)
Effective Date of Tax Abatement: _____	
1. Status of production of the completed facility and the productive service capacity of the improvements.	
Is the abated facility currently producing the product or similar product described in the tax abatement agreement?	Check One <input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No
If the answer to the above question is "No", please state the date or time period when production ceased and attach a narrative explanation of the reason for cessation of production as Attachment A.	
If production at this abated facility is shut down, please state the expected date or time period, if any, at which/during which you expect the facility to resume production operations. If you do not expect to resume production at this abated facility, please state "Plant closed" in the blank space.	
State your estimate of the expected productive life of the abated facility and its improvements as measured from the beginning date of production until the expected permanent cessation of production (or in other words, the total number of years, if any, that you expect the abated facility improvements to be in service as part of the operations of a producing facility, including in your total any previous years of production prior to the date of this report.)	
To the best of my knowledge, the above information and estimates are true and correct.	
Owner: _____	
By: _____	
Printed Name: _____	
Title/Position: _____	
Date: _____	

ATTACHMENT

B

(TO THE BRAZORIA COUNTY GUIDELINES & CRITERIA FOR GRANTING TAX
ABATEMENT)

(This form is located at www.brazoria-county.com)

REPORT FORM

After the initial term of the
Tax Abatement Agreement

Freeport LNG Development, L.P.
Chapter 313 Application to Brazosport ISD
Cummings Westlake, LLC

TAB 17

*Signature and Certification page, signed and dated by Authorized School District
Representative and Authorized Company Representative (applicant).*

*TAB TO APPLICATION FOR APPRAISED VALUE LIMITATION ON QUALIFIED
PROPERTY BY FREEPORT LNG DEVELOPMENT, L.P. TO BRAZOSPORT ISD*

Attachment B

Franchise Tax Account Status



Franchise Tax Account Status

As of : 09/29/2016 08:07:51 AM

This Page is Not Sufficient for Filings with the Secretary of State

FREEPORT LNG DEVELOPMENT, L.P.	
Texas Taxpayer Number	12700304111
Mailing Address	333 CLAY ST STE 5050 HOUSTON, TX 77002-4101
Right to Transact Business in Texas	ACTIVE
State of Formation	DE
Effective SOS Registration Date	09/20/2002
Texas SOS File Number	0800125153
Registered Agent Name	CORPORATION SERVICE COMPANY DBA CSC - LAWYERS INCO
Registered Office Street Address	211 E. 7TH STREET SUITE 620 AUSTIN, TX 78701

Attachment C

State Comptroller's Certification



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O. Box 13528 • Austin, TX 78711-3528

January 25, 2016

Danny Massey
Superintendent
Brazosport Independent School District
P.O. Drawer Z
Freeport, Texas 77541-1926

Dear Superintendent Massey:

On October 27, 2015, the Comptroller issued written notice that Freeport LNG Development, LP (the applicant) submitted a completed application (Application #1098) for a limitation on appraised value under the provisions of Tax Code Chapter 313¹. This application was originally submitted on August 18, 2015, to the Brazosport Independent School District (the school district) by the applicant.

This presents the results of the Comptroller's review of the application and determinations required:

- 1) under Section 313.025(h) to determine if the property meets the requirements of Section 313.024 for eligibility for a limitation on appraised value under Chapter 313, Subchapter C; and
- 2) under Section 313.025(d), to issue a certificate for a limitation on appraised value of the property and provide the certificate to the governing body of the school district or provide the governing body a written explanation of the comptroller's decision not to issue a certificate, using the criteria set out in Section 313.026.

Determination required by 313.025(h)

Sec. 313.024(a)	Applicant is subject to tax imposed by Chapter 171.
Sec. 313.024(b)	Applicant is proposing to use the property for an eligible project.
Sec. 313.024(d)	Applicant has committed to create the required number of new qualifying jobs and pay all jobs created that are not qualifying jobs a wage that exceeds the county average weekly wage for all jobs in the county where the jobs are located.
Sec. 313.024(d-2)	Not applicable to Application #1098.

Based on the information provided by the applicant, the Comptroller has determined that the property meets the requirements of Section 313.024 for eligibility for a limitation on appraised value under Chapter 313, Subchapter C.

¹ All statutory references are to the Texas Tax Code, unless otherwise noted.

Certificate decision required by 313.025(d)

Determination required by 313.026(c)(1)

The Comptroller has determined that the project proposed by the applicant is reasonably likely to generate tax revenue in an amount sufficient to offset the school district maintenance and operations ad valorem tax revenue lost as a result of the agreement before the 25th anniversary of the beginning of the limitation period. See Attachment B.

Determination required by 313.026(c)(2)

The Comptroller has determined that the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in this state. See Attachment C.

Based on these determinations, the Comptroller issues a certificate for a limitation on appraised value. This certificate is contingent on the school district's receipt and acceptance of the Texas Education Agency's determination per 313.025(b-1).

The Comptroller's review of the application assumes the accuracy and completeness of the statements in the application. If the application is approved by the school district, the applicant shall perform according to the provisions of the Texas Economic Development Act Agreement (Form 50-826) executed with the school district. The school district shall comply with and enforce the stipulations, provisions, terms, and conditions of the agreement, applicable Texas Administrative Code and Chapter 313, per TAC 9.1054(i)(3).

This certificate is no longer valid if the application is modified, the information presented in the application changes, or the limitation agreement does not conform to the application. Additionally, this certificate is contingent on the school district approving and executing the agreement within a year from the date of this letter.

Note that any building or improvement existing as of the application review start date of October 27, 2015, or any tangible personal property placed in service prior to that date may not become "Qualified Property" as defined by 313.021(2) and the Texas Administrative Code.

Should you have any questions, please contact Korry Castillo, Director, Data Analysis & Transparency, by email at korry.castillo@cpa.texas.gov or by phone at 1-800-531-5441, ext. 3-3806, or direct in Austin at 512-463-3806.

Sincerely,



Mike Reissig
Deputy Comptroller

Enclosure

cc: Korry Castillo

Attachment D

Summary of Financial Impact

**CHAPTER 313 PROPERTY VALUE LIMITATION
FINANCIAL IMPACT OF THE PROPOSED FREEPORT LNG
TRAIN 4 PROJECT IN THE BRAZOSPORT INDEPENDENT
SCHOOL DISTRICT
(PROJECT # 1098)**

PREPARED BY



OCTOBER 22, 2016

Executive Summary

Freeport LNG Train 4 (Company) has requested that the Brazosport Independent School District (BISD) consider granting a property value limitation under Chapter 313 of the Tax Code, also known as the Texas Economic Development Act. In an application submitted to BISD on August 18, 2015 the Company plans to invest \$1.4 billion to construct a LNG processing facility, which qualifies as manufacturing under Chapter 313. Moak, Casey & Associates (MCA) has been retained to prepare an analysis of this value limitation and help the district navigate the overall application and agreement process.

The Freeport LNG project is consistent with the state's goal to "encourage large scale capital investments in this state." When enacted as House Bill 1200 in 2001, Chapter 313 of the Tax Code granted eligibility to companies engaged in manufacturing, research and development, and renewable electric energy production to apply to school districts for property value limitations. Subsequent legislative changes expanded eligibility to clean coal projects, nuclear power generation and data centers, among others.

Under the provisions of Chapter 313, BISD may offer a minimum value limitation of \$30 million. This value limitation, under the proposed application, will begin in 2021-22 and remain at that level of taxable value for Maintenance and Operations (M&O) tax purposes for ten years. The entire project value will remain taxable for I&S or debt service purposes for the term of the agreement.

MCA's initial school finance analysis is detailed in this report, incorporating the major legislative changes adopted in May. The overall conclusions are as follows, but please read all of the subsequent details in the report below for more information.

Total Revenue Loss Payment owed to BISD	\$14.6 million
Total Savings to Company after Revenue Loss Payment. (This does not include any supplemental benefit payments to the district.)	\$104.8 million

Application Process

After the school district has submitted an application to the Comptroller's Office (Comptroller), the Comptroller begins reviewing the application for completeness. The purpose of this review is to ensure all necessary information and attachments are included in the application before moving forward with the formal review process. The Comptroller delivered a Completeness Letter to the company and the school district on October 27, 2015.

The issuance of a Completeness Letter is important because it sets the timeline for the rest of process. From the date of issuance, the Comptroller has 90 days to conduct its full review of the project and provide its certificate for a limitation on appraised value. The Certificate for the project was issued on January 25, 2016.

Each value limitation agreement is unique and to ensure the proper revenue-loss protection and maximum supplemental benefits are in place, an understanding of the school district's finances and a thorough knowledge of the Ch. 313 statute are required. MCA and O'Hanlon, McCollom & Demerath will ensure the best interests of BISD are secured. After the Comptroller's certificate was issued, a participation agreement was negotiated with the Company, in consultation with the District. A final version of the agreement was submitted to the Comptroller for review prior to final adoption by the school district's board of trustees.

At the final board meeting, the school board will review the Value Limitation Agreement and Findings of Fact that detail the project's conformance with state law. The school board may also be required to create a reinvestment zone during this meeting. Prior to this meeting, O'Hanlon, McCollom & Demerath will provide the district with the necessary agenda language and any additional action items.

How the 313 Agreement Interacts with Texas School Finance

M&O funding for Texas schools relies on two methods of finance: local school district property taxes and state aid. State aid consists of three components: Tier I, Tier II and additional state aid for tax reduction (ASATR), although ASATR is currently scheduled to be eliminated by the 2017-18 school year. (For more detailed information on the school finance funding system, please review the Texas Education Agency's [School Finance 101: Funding of Texas Public Schools](#).)

Tier I provides state funding based on ADA and special student populations, as well as transportation. The local funds for Tier I are M&O taxes raised at the compressed tax rate—\$1.00 per \$100 of taxable value for most school districts (less any recapture payments owed to the state from high property-wealth school districts).

Tier II guarantees a specific amount of funding per student in weighted average daily attendance for each penny of a school district's tax effort above a specified level. There are two levels of Tier II funding—funding under the six so-called golden pennies and the eleven so-called copper pennies. Voter approval is required in most cases to access the last two golden pennies and the eleven copper pennies.

Additional State Aid for Tax Reduction (ASATR) guarantees a school district a set amount of state and local M&O funds per student in weighted average daily attendance to compensate for the mandatory reduction in, or compression of, the local M&O tax rate that was adopted in 2005 or 2006. ASATR funding is expected to be eliminated by the 2017-18 school year under current law and is not a factor in the estimates presented below.

For a school district that approves a Chapter 313 value limitation, the first year is often problematic financially. The implementation of the value limitation often results in an M&O revenue loss to the school district in the first year of the limitation that would not be reimbursed by the state, but require some type of compensation from the Company under the revenue protection provisions of the agreement. This is because the general school finance formula system calculates state aid entitlements using the property value for the preceding year as certified by the Comptroller.

In most instances smaller revenue losses would be anticipated in years 2-10 of the limitation when the state M&O property values are aligned at the minimum value established by the Board on both the local tax roll and the corresponding state property value study. If the full value of the project increases significantly during the value limitation period, the revenue losses may be greater than originally estimated.

A taxpayer receiving a value limitation pays M&O taxes on the reduced value for the project in years 1-10 and receives a tax bill for I&S taxes based on the full project value throughout the qualifying and value limitation period (and thereafter).

Future legislative action on school funding could potentially affect the impact of the value limitation on the school district's finances and result in revenue-loss estimates that differ from the estimates presented in this report.

Underlying School District Data Assumptions

A key element in any analysis of the school finance implications of a Chapter 313 agreement is the provision for revenue protection in the agreement between the school district and the applicant. The agreement calls for a calculation of the revenue impact of the value limitation in years 1-10 of the agreement, under whatever school finance and property tax laws are in effect in each of those years. This meets the statutory requirement under Section 313.027(f)(1) of the Tax Code to provide school district revenue-protection language in the agreement. This approach also reduces guess work as to future changes in school finance and property tax laws.

The general approach used here to analyze the future revenue stream of the school district under a value limitation is to maintain static enrollment and property values in order to isolate the effects of the value limitation under the school finance system. Student enrollment counts are held constant at 11,660 students in average daily attendance (ADA) in analyzing the effects of the project on the finances of BISD. The District's local tax base reached \$8.5 billion for the 2016 tax year (the most recent year available) and is maintained for the forecast period in order to isolate the effects of the property value limitation. An M&O tax rate of \$1.04 per \$100 is used throughout this analysis. The impact of any previously-approved Chapter 313 projects is factored into the M&O tax bases used for both models presented below.

BISD has estimated 2016-17 state property wealth per weighted ADA or WADA of approximately \$520,302. As a result, BISD is considered a Chapter 41 or recapture district under the school finance system. Table 1 summarizes the enrollment and property value assumptions for the 15 years that are the subject of this analysis.

Recent legislative changes are incorporated into these estimates. The basic allotment was raised from \$5,040 to \$5,140 per WADA, which is used throughout the state aid calculations. The Tier II guaranteed yield level for up to six cents of tax effort was increased from \$61.86 in 2014-15 to \$74.28 and \$77.53, respectively, for the 2015-16 and 2016-17 school years.

In addition, BISD is eligible for a “fractional” funding adjustment, since it imposed less than \$1.50 M&O tax rate for the 2006 tax year. Given the analysis shown below, it does not appear that BISD would benefit from shifting tax effort to take advantage of the fractional funding fix approved by legislators and that change is not incorporated in these estimates.

The mandated school district homestead exemption increase from \$15,000 to \$25,000 has been incorporated into the analysis. Given that the models below focus exclusively on the Freeport LNG Train 4 project values, however, the homestead exemption change does not have a significant impact on this analysis.

The M&O tax rate for 2015 is maintained at \$1.04 per \$100. Although the impact of the Chapter 313 project value returning to the total tax roll for M&O funding purposes could result in a lower M&O tax rate that analysis is beyond the scope of this revenue report.

Table 1 – Base District Information with Freeport LNG Project Value and Limitation Values

Year of Agreement	School Year	ADA	WADA	M&O Tax Rate	I&S Tax Rate	CAD Value with Project	CAD Value with Limitation	CPTD with Project	CPTD With Limitation	CPTD Value with Project per WADA	CPTD Value with Limitation per WADA
QTP0	2018-19	11,660.44	15,191.30	\$1.0400	\$0.2153	\$13,764,780,305	\$13,764,780,305	\$8,825,677,714	\$8,825,677,714	\$580,969	\$580,969
QTP1	2019-20	11,660.44	15,191.30	\$1.0400	\$0.2153	\$13,013,951,888	\$13,013,951,888	\$13,702,421,859	\$13,702,421,859	\$901,991	\$901,991
QTP2	2020-21	11,660.44	15,191.30	\$1.0400	\$0.2153	\$8,660,913,916	\$8,660,913,916	\$12,951,593,443	\$12,951,593,443	\$852,566	\$852,566
VL1	2021-22	11,660.44	15,191.30	\$1.0400	\$0.2153	\$9,239,379,455	\$7,894,254,455	\$8,598,555,471	\$8,598,555,471	\$566,018	\$566,018
VL2	2022-23	11,660.44	15,191.30	\$1.0400	\$0.2153	\$9,188,560,899	\$7,891,564,799	\$9,177,021,009	\$7,831,896,009	\$604,097	\$515,551
VL3	2023-24	11,660.44	15,191.30	\$1.0400	\$0.2153	\$9,271,182,380	\$8,020,630,830	\$9,126,202,454	\$7,829,206,354	\$600,752	\$515,374
VL4	2024-25	11,660.44	15,191.30	\$1.0400	\$0.2153	\$9,685,442,446	\$8,479,709,996	\$9,208,823,934	\$7,958,272,384	\$606,191	\$523,870
VL5	2025-26	11,660.44	15,191.30	\$1.0400	\$0.2153	\$9,606,565,272	\$8,444,083,472	\$9,623,084,000	\$8,417,351,550	\$633,460	\$554,090
VL6	2026-27	11,660.44	15,191.30	\$1.0400	\$0.2153	\$10,087,000,689	\$8,966,256,189	\$9,544,206,826	\$8,381,725,026	\$628,268	\$551,745
VL7	2027-28	11,660.44	15,191.30	\$1.0400	\$0.2153	\$11,681,618,524	\$10,601,150,224	\$10,024,642,243	\$8,903,897,743	\$659,894	\$586,118
VL8	2028-29	11,660.44	15,191.30	\$1.0400	\$0.2153	\$16,908,180,935	\$15,866,579,035	\$11,619,260,078	\$10,538,791,778	\$764,863	\$693,739
VL9	2029-30	11,660.44	15,191.30	\$1.0400	\$0.2153	\$16,846,459,720	\$15,842,363,820	\$16,845,822,489	\$15,804,220,589	\$1,108,913	\$1,040,347
VL10	2030-31	11,660.44	15,191.30	\$1.0400	\$0.2153	\$16,953,606,784	\$15,985,703,984	\$16,784,101,274	\$15,780,005,374	\$1,104,850	\$1,038,753
VP1	2031-32	11,660.44	15,191.30	\$1.0400	\$0.2153	\$16,564,556,697	\$16,564,556,697	\$16,891,248,338	\$15,923,345,538	\$1,111,903	\$1,048,188
VP2	2032-33	11,660.44	15,191.30	\$1.0400	\$0.2153	\$16,191,553,493	\$16,191,553,493	\$16,502,198,251	\$16,502,198,251	\$1,086,293	\$1,086,293
VP3	2033-34	11,660.44	15,191.30	\$1.0400	\$0.2153	\$15,838,328,930	\$15,838,328,930	\$16,129,195,047	\$16,129,195,047	\$1,061,739	\$1,061,739
VP4	2034-35	11,660.44	15,191.30	\$1.0400	\$0.2153	\$15,503,633,189	\$15,503,633,189	\$15,775,970,484	\$15,775,970,484	\$1,038,487	\$1,038,487
VP5	2035-36	11,660.44	15,191.30	\$1.0400	\$0.2153	\$15,186,310,992	\$15,186,310,992	\$15,441,274,743	\$15,441,274,743	\$1,016,455	\$1,016,455

QTP= Qualifying Time Period
VL= Value Limitation
VP= Viable Presence

M&O Impact of the Freeport LNG project on BISD

School finance models were prepared for BISD under these assumptions through the 2035-36 school year. Under the proposed agreement, a model is established to make a calculation of the “Baseline Revenue Model” by adding the total value of the project to the model, but without assuming that a value limitation is approved. These model results are detailed in Table 2.

Additionally, a separate model is established to make a calculation of the "Value Limitation Revenue Model" by adding the project's limited value of \$30 million to the model. These results are shown in Table 3.

Table 2– "Baseline Revenue Model"–Project Value Added with No Value Limitation

Year of Agreement	School Year	M&O Taxes @ Compressed Rate	State Aid	Additional State Aid-Hold Harmless	Recapture Costs	Additional Local M&O Collections	State Aid From Additional M&O Tax Collections	Recapture from the Additional Local Tax Effort	Homestead Hold Harmless	Other State Aid	Total General Fund
QTP0	2018-19	\$131,742,832	\$3,912,488	\$0	-\$14,426,890	\$8,065,888	\$2,698,254	\$0	\$122,057	\$236,409	\$132,351,038
QTP1	2019-20	\$124,531,876	\$3,912,488	\$0	-\$52,048,228	\$7,624,401	\$0	\$0	\$141,294	\$236,801	\$84,398,632
QTP2	2020-21	\$82,725,299	\$3,912,488	\$0	-\$31,332,284	\$5,064,814	\$0	\$0	\$93,861	\$243,600	\$60,707,778
VL1	2021-22	\$88,544,527	\$3,912,488	\$0	-\$7,730,576	\$5,421,093	\$2,002,933	\$0	\$82,119	\$242,355	\$92,474,939
VL2	2022-23	\$88,047,032	\$3,912,488	\$0	-\$12,475,058	\$5,390,635	\$1,526,666	\$0	\$81,652	\$242,635	\$86,726,050
VL3	2023-24	\$88,831,426	\$3,912,488	\$0	-\$12,186,363	\$5,438,659	\$1,580,361	\$0	\$82,300	\$242,694	\$87,901,565
VL4	2024-25	\$92,801,195	\$3,912,488	\$0	-\$13,407,716	\$5,681,706	\$1,585,068	\$0	\$85,986	\$242,150	\$90,900,877
VL5	2025-26	\$92,035,181	\$3,912,488	\$0	-\$16,488,509	\$5,634,807	\$1,262,673	\$0	\$85,199	\$242,490	\$86,684,329
VL6	2026-27	\$96,641,103	\$3,912,488	\$0	-\$16,698,021	\$5,916,802	\$1,384,837	\$0	\$89,535	\$241,822	\$91,488,567
VL7	2027-28	\$111,947,918	\$3,912,488	\$0	-\$23,512,675	\$6,853,954	\$1,199,170	\$0	\$103,676	\$239,152	\$100,743,683
VL8	2028-29	\$162,136,206	\$3,912,488	\$0	-\$51,658,958	\$9,926,706	\$135,406	\$0	\$58,178	\$229,996	\$124,740,022
VL9	2029-30	\$161,536,084	\$3,912,488	\$0	-\$85,142,203	\$9,889,964	\$0	\$0	\$183,280	\$230,261	\$90,609,873
VL10	2030-31	\$162,558,031	\$3,912,488	\$0	-\$85,413,377	\$9,952,532	\$0	\$0	\$184,439	\$230,218	\$91,424,331
VP1	2031-32	\$158,631,885	\$3,912,488	\$0	-\$83,781,892	\$9,712,156	\$0	\$0	\$179,984	\$231,056	\$88,885,678
VP2	2032-33	\$155,049,562	\$3,912,488	\$0	-\$80,165,790	\$9,492,830	\$0	\$0	\$175,920	\$231,859	\$88,696,869
VP3	2033-34	\$151,657,193	\$3,912,488	\$0	-\$76,719,078	\$9,285,134	\$0	\$0	\$172,071	\$232,620	\$88,540,428
VP4	2034-35	\$148,442,775	\$3,912,488	\$0	-\$73,451,784	\$9,088,333	\$0	\$0	\$168,424	\$233,340	\$88,393,576
VP5	2035-36	\$145,395,213	\$3,912,488	\$0	-\$70,352,779	\$8,901,748	\$0	\$0	\$164,966	\$234,023	\$88,255,659

*Basic Allotment: \$5,140; AISD Yield: \$77.53; Equalized Wealth: \$514,000 per WADA

QTP= Qualifying Time Period
VL= Value Limitation
VP= Viable Presence

Table 4 displays the results of the comparison between the Baseline Revenue Model and the Value Limitation Revenue Model (Tables 2 and 3). The difference between the two models indicates there will be a total revenue loss of \$14.6 million over the course of the Agreement, with nearly all of this loss reflected in the first limitation year (2021-22). Nearly all of the reduction in M&O taxes under the limitation agreement is offset through a reduction in recapture costs owed to the state under current law.

Table 3– “Value Limitation Revenue Model”--Project Value Added with Value Limit

Year of Agreement	School Year	M&O Taxes @ Compressed Rate	State Aid	Additional State Aid-Hold Harmless	Recapture Costs	Additional Local M&O Collections	State Aid From Additional M&O Tax Collections	Recapture from the Additional Local Tax Effort	Homestead Hold Harmless	Other State Aid	Total General Fund
QTP0	2018-19	\$131,742,832	\$3,912,488	\$0	-\$14,426,890	\$8,065,888	\$2,698,254	\$0	\$122,057	\$236,409	\$132,351,038
QTP1	2019-20	\$124,531,876	\$3,912,488	\$0	-\$52,048,228	\$7,624,401	\$0	\$0	\$141,294	\$236,801	\$84,398,632
QTP2	2020-21	\$82,725,299	\$3,912,488	\$0	-\$31,332,284	\$5,064,814	\$0	\$0	\$93,861	\$243,600	\$60,707,778
VL1	2021-22	\$75,362,302	\$3,912,488	\$0	-\$6,579,672	\$4,614,018	\$1,707,263	\$0	\$69,767	\$244,754	\$79,330,919
VL2	2022-23	\$75,336,470	\$5,085,062	\$0	-\$215,368	\$4,612,437	\$2,324,146	\$0	\$0	\$244,949	\$87,387,696
VL3	2023-24	\$76,576,021	\$5,111,421	\$0	-\$193,995	\$4,668,328	\$2,365,216	\$0	\$0	\$244,925	\$88,791,916
VL4	2024-25	\$80,985,017	\$3,912,488	\$0	-\$1,449,570	\$4,958,266	\$2,379,575	\$0	\$75,045	\$244,301	\$91,105,123
VL5	2025-26	\$80,642,860	\$3,912,488	\$0	-\$5,543,040	\$4,937,318	\$1,972,592	\$0	\$74,655	\$244,564	\$86,241,437
VL6	2026-27	\$85,657,806	\$3,912,488	\$0	-\$5,566,887	\$5,244,355	\$2,125,952	\$0	\$79,322	\$243,821	\$91,696,857
VL7	2027-28	\$101,359,329	\$3,912,488	\$0	-\$11,848,057	\$6,205,673	\$2,003,120	\$0	\$93,913	\$241,079	\$101,967,545
VL8	2028-29	\$151,928,507	\$3,912,488	\$0	-\$37,843,566	\$9,301,745	\$1,094,058	\$0	\$0	\$231,854	\$128,625,086
VL9	2029-30	\$151,695,944	\$3,912,488	\$0	-\$75,229,004	\$9,287,507	\$0	\$0	\$172,115	\$232,052	\$90,071,102
VL10	2030-31	\$153,072,583	\$3,912,488	\$0	-\$75,809,438	\$9,371,791	\$0	\$0	\$173,677	\$231,945	\$90,963,046
VP1	2031-32	\$158,631,885	\$3,912,488	\$0	-\$79,324,465	\$9,712,156	\$0	\$0	\$179,984	\$231,056	\$93,343,105
VP2	2032-33	\$155,049,562	\$3,912,488	\$0	-\$80,165,790	\$9,492,830	\$0	\$0	\$175,920	\$231,859	\$88,696,869
VP3	2033-34	\$151,657,193	\$3,912,488	\$0	-\$76,719,078	\$9,285,134	\$0	\$0	\$172,071	\$232,620	\$88,540,428
VP4	2034-35	\$148,442,775	\$3,912,488	\$0	-\$73,451,784	\$9,088,333	\$0	\$0	\$168,424	\$233,340	\$88,393,576
VP5	2035-36	\$145,395,213	\$3,912,488	\$0	-\$70,352,779	\$8,901,748	\$0	\$0	\$164,966	\$234,023	\$88,255,659

*Basic Allotment: \$5,140; AISD Yield: \$77.53; Equalized Wealth: \$514,000 per WADA

QTP= Qualifying Time Period

VL= Value Limitation

VP= Viable Presence

Table 4 – Value Limit less Project Value with No Limit

Year of Agreement	School Year	M&O Taxes @ Compressed Rate	State Aid	Additional State Aid-Hold Harmless	Recapture Costs	Additional Local M&O Collections	State Aid From Additional M&O Tax Collections	Recapture from the Additional Local Tax Effort	Homestead Hold Harmless	Other State Aid	Total General Fund
QTP0	2018-19	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
QTP1	2019-20	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
QTP2	2020-21	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
VL1	2021-22	-\$13,182,225	\$0	\$0	\$1,150,903	-\$807,075	-\$295,670	\$0	-\$12,352	\$2,399	-\$13,144,020
VL2	2022-23	-\$12,710,562	\$1,172,574	\$0	\$12,259,690	-\$778,198	\$797,480	\$0	-\$81,652	\$2,314	\$661,646
VL3	2023-24	-\$12,255,405	\$1,198,933	\$0	\$11,992,368	-\$750,331	\$784,855	\$0	-\$82,300	\$2,231	\$890,351
VL4	2024-25	-\$11,816,178	\$0	\$0	\$11,958,146	-\$723,440	\$794,507	\$0	-\$10,940	\$2,151	\$204,246
VL5	2025-26	-\$11,392,321	\$0	\$0	\$10,945,469	-\$697,489	\$709,919	\$0	-\$10,544	\$2,074	-\$442,891
VL6	2026-27	-\$10,983,297	\$0	\$0	\$11,131,133	-\$672,447	\$741,115	\$0	-\$10,214	\$1,999	\$208,290
VL7	2027-28	-\$10,588,589	\$0	\$0	\$11,664,618	-\$648,281	\$803,950	\$0	-\$9,763	\$1,927	\$1,223,862
VL8	2028-29	-\$10,207,699	\$0	\$0	\$13,815,392	-\$624,961	\$958,652	\$0	-\$58,178	\$1,858	\$3,885,064
VL9	2029-30	-\$9,840,140	\$0	\$0	\$9,913,199	-\$602,457	\$0	\$0	-\$11,165	\$1,791	-\$538,772
VL10	2030-31	-\$9,485,448	\$0	\$0	\$9,603,939	-\$580,741	\$0	\$0	-\$10,762	\$1,727	-\$471,285
VP1	2031-32	\$0	\$0	\$0	\$4,457,427	\$0	\$0	\$0	\$0	\$0	\$4,457,427
VP2	2032-33	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
VP3	2033-34	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
VP4	2034-35	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
VP5	2035-36	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

QTP= Qualifying Time Period

VL= Value Limitation

VP= Viable Presence

M&O Impact on the Taxpayer

Table 5 summarizes the impact of the property value limitation in terms of the potential tax savings to the taxpayer under the property value limitation agreement. The focus of this table is on the M&O tax rate only. A \$1.04 per M&O tax rate is assumed throughout this analysis, as noted previously.

Under the assumptions used here, the potential tax savings from the value limitation total \$119.3 million over the life of the agreement. The BISD revenue losses are expected to total approximately \$14.6 million over the course of the agreement. In total, the potential net tax benefits (after hold-harmless payments are made) are estimated to total \$104.8 million, prior to any negotiations with Freeport LNG on supplemental payments.

Table 5 - Estimated Financial Impact of the Freeport LNG Project Property Value Limitation Request Submitted to BISD at \$1.0400 M&O Tax Rate

Year of Agreement	School Year	Project Value	Estimated Taxable Value	Value Savings	Assumed M&O Tax Rate	Taxes Before Value Limit	Taxes after Value Limit	Tax Savings @ Projected M&O Rate	School District Revenue Losses	Estimated Net Tax Benefits
QTP0	2018-19	\$214,285,700	\$214,285,700	\$0	\$1.040	\$2,228,571	\$2,228,571	\$0	\$0	\$0
QTP1	2019-20	\$407,142,830	\$407,142,830	\$0	\$1.040	\$4,234,285	\$4,234,285	\$0	\$0	\$0
QTP2	2020-21	\$793,928,585	\$793,928,585	\$0	\$1.040	\$8,256,857	\$8,256,857	\$0	\$0	\$0
VL1	2021-22	\$1,375,125,000	\$30,000,000	\$1,345,125,000	\$1.040	\$14,301,300	\$312,000	\$13,989,300	-\$13,144,020	\$845,280
VL2	2022-23	\$1,326,996,100	\$30,000,000	\$1,296,996,100	\$1.040	\$13,800,759	\$312,000	\$13,488,759	\$0	\$13,488,759
VL3	2023-24	\$1,280,551,550	\$30,000,000	\$1,250,551,550	\$1.040	\$13,317,736	\$312,000	\$13,005,736	\$0	\$13,005,736
VL4	2024-25	\$1,235,732,450	\$30,000,000	\$1,205,732,450	\$1.040	\$12,851,617	\$312,000	\$12,539,617	\$0	\$12,539,617
VL5	2025-26	\$1,192,481,800	\$30,000,000	\$1,162,481,800	\$1.040	\$12,401,811	\$312,000	\$12,089,811	-\$442,891	\$11,646,919
VL6	2026-27	\$1,150,744,500	\$30,000,000	\$1,120,744,500	\$1.040	\$11,967,743	\$312,000	\$11,655,743	\$0	\$11,655,743
VL7	2027-28	\$1,110,468,300	\$30,000,000	\$1,080,468,300	\$1.040	\$11,548,870	\$312,000	\$11,236,870	\$0	\$11,236,870
VL8	2028-29	\$1,071,601,900	\$30,000,000	\$1,041,601,900	\$1.040	\$11,144,660	\$312,000	\$10,832,660	\$0	\$10,832,660
VL9	2029-30	\$1,034,095,900	\$30,000,000	\$1,004,095,900	\$1.040	\$10,754,597	\$312,000	\$10,442,597	-\$538,772	\$9,903,826
VL10	2030-31	\$997,902,800	\$30,000,000	\$967,902,800	\$1.040	\$10,378,189	\$312,000	\$10,066,189	-\$471,285	\$9,594,904
VP1	2031-32	\$962,976,050	\$962,976,050	\$0	\$1.040	\$10,014,951	\$10,014,951	\$0	\$0	\$0
VP2	2032-33	\$929,271,950	\$929,271,950	\$0	\$1.040	\$9,664,428	\$9,664,428	\$0	\$0	\$0
VP3	2033-34	\$896,747,750	\$896,747,750	\$0	\$1.040	\$9,326,177	\$9,326,177	\$0	\$0	\$0
VP4	2034-35	\$865,361,650	\$865,361,650	\$0	\$1.040	\$8,999,761	\$8,999,761	\$0	\$0	\$0
VP5	2035-36	\$835,073,750	\$835,073,750	\$0	\$1.040	\$8,684,767	\$8,684,767	\$0	\$0	\$0
						\$183,877,081	\$64,529,798	\$119,347,283	-\$14,596,968	\$104,750,315

QTP= Qualifying Time Period

VL= Value Limitation

VP= Viable Presence

I&S Funding Impact on School District

The project remains fully taxable for debt services taxes, with BISD currently levying a \$0.2153 per \$100 I&S rate. While the value of the Freeport LNG project is expected to depreciate over the life of the agreement and beyond, local taxpayers should benefit from the substantial addition of the Freeport LNG project to the local I&S tax roll.

The project is not expected to affect BISD in terms of enrollment. Continued expansion of the project and related development could result in additional employment in the area and an increase in the school-age population, but this project is unlikely to have much impact on a stand-alone basis.

Note: School district revenue-loss estimates are subject to change based on numerous factors, including:

- Legislative and Texas Education Agency administrative changes to the underlying school finance formulas used in these calculations.
- Legislative changes addressing property value appraisals and exemptions.
- Year-to-year appraisals of project values and district taxable values.
- Changes in school district tax rates and student enrollment.

Attachment E

Taxable Value of Property



Glenn Hegar
Texas Comptroller of Public Accounts



Taxes

[Comptroller.Texas.Gov/Taxes/]

Property Tax [comptroller.texas.gov/taxes/property-tax/]

SCHOOL AND APPRAISAL DISTRICTS PROPERTY VALUE STUDY 2014 REPORT

2014 ISD Summary Worksheet

020/Brazoria

020-905/Brazosport ISD

Category	Local Tax Roll Value	2014 WTD Mean Ratio	2014 PTAD Value Estimate	2014 Value Assigned
A. Single-Family Residences	2,209,480,970	.9563	2,310,447,527	2,209,480,970
B. Multi-Family Residences	139,659,678	N/A	139,659,678	139,659,678
C1. Vacant Lots	87,726,822	N/A	87,726,822	87,726,822
C2. Colonia Lots	0	N/A	0	0
D1. Rural Real(Taxable)	2,412,549	1.2312	1,959,526	2,412,549

Category	Local Tax Roll Value	2014 WTD Mean Ratio	2014 PTAD Value Estimate	2014 Value Assigned
D2. Real Prop Farm & Ranch	686,090	N/A	686,090	686,090
E. Real Prop NonQual Acres	46,692,324	N/A	46,692,324	46,692,324
F1. Commercial Real	460,715,871	.9830	468,683,490	460,715,871
F2. Industrial Real	4,015,895,130	N/A	4,015,895,130	4,015,895,130
G. Oil, Gas, Minerals	2,226,245	N/A	2,226,245	2,226,245
J. Utilities	143,813,420	N/A	143,813,420	143,813,420
L1. Commercial Personal	305,668,040	1.0228	298,854,165	305,668,040
L2. Industrial Personal	948,249,120	N/A	948,249,120	948,249,120
M. Other Personal	3,461,820	N/A	3,461,820	3,461,820
N. Intangible Personal Prop	0	N/A	0	0
O. Residential Inventory	16,386,768	N/A	16,386,768	16,386,768
S. Special Inventory	13,790,810	N/A	13,790,810	13,790,810
Subtotal	8,396,865,657		8,498,532,935	8,396,865,657

Loss To the Additional \$10,000 Homestead Exemption Deductions	Total Taxable Value	Roll Mean	WTD Ratio	T1 Value	50% of the loss to the Local Optional Percentage Homestead Exemption	T4 Value	T5 Value	T6 Value
\$10,000 Homestead Exemption Deductions	1,549,275,758			1,570,487,425	1,570,487,425	1,549,275,758		
Total Taxable Value	6,847,589,899			6,928,045,510	6,928,045,510	6,847,589,899		
							T2	

The taxable values shown here will not match the values reported by your appraisal district

See the ISD DEDUCTION Report for a breakdown of deduction values

Government code subsections 403.302 (J) AND (K) require the Comptroller to certify alternative measures of school district wealth. These measures are reported for taxable values for maintenance and operation (M&O) tax purposes and for interest and sinking fund (I&S) tax purposes. For districts that have not entered into value limitation agreements, T1 through T6 will be the same as T7 through T12.

Value Taxable For M&O Purposes

T1	T2	T3	T4	T5	T6
6,975,206,659	6,847,589,899	6,892,413,310	6,764,796,550	6,849,424,361	6,766,631,012

Loss To the Additional \$10,000 Homestead Exemption	50% of the loss to the Local Optional Percentage Homestead Exemption
127,616,760	82,793,349

T1 = School district taxable value for M&O purposes before the loss to the additional \$10,000 homestead exemption

T2 = School district taxable value for M&O purposes after the loss to the additional \$10,000 homestead exemption and the tax

ceiling reduction T7	T8	T9	T10	T11	T12
T3 = T1 minus 50% of the loss to the local optional percentage homestead exemption					

T4 = T2 minus 50% of the loss to the local optional percentage homestead exemption

T5 = T2 before the loss to the tax ceiling reduction

T6 = T5 minus 50% of the loss to the local optional percentage homestead exemption

Value Taxable For I&S Purposes

T7	T8	T9	T10	T11	T12
7,097,032,999	6,969,416,239	7,014,239,650	6,886,622,890	6,971,250,701	6,888,457,352

T7 = School district taxable value for I&S purposes before the loss to the additional \$10,000 homestead exemption

T8 = School district taxable value for I&S purposes after the loss to the additional \$10,000 homestead exemption and the tax ceiling reduction

T9 = T7 minus 50% of the loss to the local optional percentage homestead exemption

T10 = T8 minus 50% of the loss to the local optional percentage homestead exemption

T11 = T8 before the loss to the tax ceiling reduction

T12 = T11 minus 50% of the loss to the local optional percentage homestead exemption

The PVS found your local value to be valid, and local value was certified

Attachment F

TEA's Facilities Value



TEXAS EDUCATION AGENCY

1701 North Congress Ave. • Austin, Texas 78701-1494 • 512 463-9734 • 512 463-9838 FAX • www.tea.state.tx.us

Superintendent
Received Bisd

NOV 03 2015

Michael Williams
Commissioner

October 30, 2015

Jim Koch, President
Board of Trustees
Brazosport Independent School District
PO Drawer Z
Freeport, TX 77541-1926

Dear Mr. Koch:

As required by the Tax Code, §313.025 (b-1), the Texas Education Agency (TEA) has evaluated the impact of the proposed Freeport LNG Development, L.P. project on the number and size of school facilities in Brazosport Independent School District (BISD). Based on an examination of BISD enrollment and the number of potential new jobs, the TEA has determined that the Freeport LNG Development, L.P. project should not have a significant impact on the number or size of school facilities in BISD.

Please feel free to contact me by phone at (512) 463-9186 or by email at al.mckenzie@tea.state.tx.us if you have any questions.

Sincerely,

Al McKenzie, Manager
Foundation School Program Support

AM/rk
Cc: Danny Massey

Attachment G

Participation Agreement

**AGREEMENT FOR LIMITATION ON APPRAISED
VALUE OF PROPERTY FOR SCHOOL DISTRICT
MAINTENANCE AND OPERATIONS TAXES**

by and between

BRAZOSPORT INDEPENDENT SCHOOL DISTRICT

and

FREEPORT LNG DEVELOPMENT, L.P.

(Texas Taxpayer ID # 12700304111)

FLNG LIQUEFACTION 4, LLC

(Texas Taxpayer ID # 32057991914)

ANGLER PIPELINE, LLC

(Texas Taxpayer ID # 32041445050)

Comptroller Application # 1098

Dated

October 25, 2016

**AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR
SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES**

STATE OF TEXAS §

COUNTY OF BRAZORIA §

THIS AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES, hereinafter referred to as this "Agreement," is executed and delivered by and between the **BRAZOSPORT INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "District," a lawfully created independent school district within the State of Texas operating under and subject to the TEXAS EDUCATION CODE, and **FREEPORT LNG DEVELOPMENT, L.P.**, Texas Taxpayer Identification Number 12700304111, **ANGLER PIPELINE, LLC**, Texas Taxpayer Identification Number 32041445050, and **FLNG LIQUEFACTION 4, LLC**, Texas Taxpayer Identification Number 32057991914, hereinafter referred to as the "Applicant." The Applicant and the District are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, on August 17, 2015, the Superintendent of Schools of the Brazosport Independent School District, acting as agent of the Board of Trustees of the District, received from the Applicant an Application for Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the TEXAS TAX CODE;

WHEREAS, on August 24, 2015, the Board of Trustees has acknowledged receipt of the Application, and along with the requisite application fee as established pursuant to Section 313.025(a) of the TEXAS TAX CODE and Local District Policy CCG (Local), and agreed to consider the Application;

WHEREAS, the Application was delivered to the Texas Comptroller's Office for review pursuant to Section 313.025 of the TEXAS TAX CODE;

WHEREAS, the District and the Texas Comptroller's Office have determined that the Application is complete and October 27, 2015 is the Application Review Start Date as that term is defined by 34 TEXAS ADMIN. CODE Section 9.1051;

WHEREAS, pursuant to 34 TEXAS ADMIN. CODE Section 9.1054, the Application was delivered to the Brazoria Appraisal District established in Brazoria County, Texas (the "Brazoria County Appraisal District"), pursuant to Section 6.01 of the TEXAS TAX CODE;

WHEREAS, the Texas Comptroller's Office reviewed the Application pursuant to Section 313.025 of the TEXAS TAX CODE, conducted an economic impact evaluation pursuant to Section 313.026 of the TEXAS TAX CODE, and on January 25, 2016, issued a certificate for limitation on appraised value of the property described in the Application and provided the certificate to the District;

WHEREAS, the District's Board of Trustees, by Board vote to ratify the extension granted by the Superintendent, at a duly called and noticed Board meeting on March 30, 2016, extended the statutory deadline by which the District must consider the Application until October 31, 2016, and the Comptroller was provided notice of such extension as set out under 34 TEXAS ADMIN. CODE Section 9.1054(d);

WHEREAS, the Board of Trustees has reviewed and carefully considered the economic impact evaluation and certificate for limitation on appraised value submitted by the Texas Comptroller's Office pursuant to Section 313.025 of the TEXAS TAX CODE;

WHEREAS, on October 25, 2016, the Board of Trustees conducted a public hearing on the Application at which it solicited input into its deliberations on the Application from all interested parties within the District;

WHEREAS, on October 25, 2016, the Board of Trustees made factual findings pursuant to Section 313.025(f) of the TEXAS TAX CODE, including, but not limited to findings that: (i) the information in the Application is true and correct; (ii) the Applicant is eligible for the limitation on appraised value of the Applicant's Qualified Property; (iii) the project proposed by the Applicant is reasonably likely to generate tax revenue in an amount sufficient to offset the District's maintenance and operations ad valorem tax revenue lost as a result of the Agreement before the 25th anniversary of the beginning of the limitation period; (iv) the limitation on appraised value is a determining factor in the Applicant's decision to invest capital and construct the project in this State; and (v) this Agreement is in the best interest of the District and the State of Texas;

WHEREAS, on October 2016, the Texas Comptroller's Office approved the form of this Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes;

WHEREAS, on October 25, 2016, the Board of Trustees approved the form of this Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, and authorized the Board President and Secretary to execute and deliver such Agreement to the Applicant; and

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and

agreements herein contained, the Parties agree as follows:

ARTICLE I **DEFINITIONS**

Section 1.1 DEFINITIONS. Wherever used in this Agreement, the following terms shall have the following meanings, unless the context in which used clearly indicates another meaning. Words or terms defined in 34 TEXAS ADMIN. CODE Section 9.1051 and not defined in this Agreement shall have the meanings provided by 34 TEXAS ADMIN. CODE Section 9.1051.

“*Act*” means the Texas Economic Development Act set forth in Chapter 313 of the Texas Tax Code, including any statutory amendments that are applicable to Applicant.

“*Agreement*” means this Agreement, as the same may be modified, amended, restated, amended and restated, or supplemented as approved pursuant to Sections 10.2 and 10.3.

“*Applicant*” means Freeport LNG Development, L.P., (*Texas Taxpayer ID #12700304111*), Angler Pipeline, LLC (*Texas Taxpayer ID #32041445050*), and FLNG Liquefaction 4, LLC (*Texas Taxpayer ID #32057991914*) the entities listed in the Preamble of this Agreement and that are listed as the Applicant on the Application as of the Application Approval Date. The term “Applicant” shall also include the Applicant’s assigns and successors-in-interest as approved according to Sections 10.2 and 10.3 of this Agreement.

“*Applicant’s Qualified Investment*” means the Qualified Investment of the Applicant during the Qualifying Time Period and as more fully described in **EXHIBIT 3** of this Agreement.

“*Applicant’s Qualified Property*” means the Qualified Property of the Applicant to which the value limitation identified in the Agreement will apply and as more fully described in **EXHIBIT 4** of this Agreement.

“*Application*” means the Application for Appraised Value Limitation on Qualified Property (Chapter 313, Subchapter B or C of the TEXAS TAX CODE) filed with the District by the Applicant on August 24, 2015. The term includes all forms required by the Comptroller, the schedules attached thereto, and all other documentation submitted by the Applicant for the purpose of obtaining an Agreement with the District. The term also includes all amendments and supplements thereto submitted by the Applicant.

“*Application Approval Date*” means the date that the Application is approved by the Board of Trustees of the District and as further identified in Section 2.3.B of this Agreement.

“*Application Review Start Date*” means the later date of either the date on which the District issues its written notice that the Applicant has submitted a completed Application or the date on which the Comptroller issues its written notice that the Applicant has submitted a completed Application and as further identified in Section 2.3.A of this Agreement.

“Appraised Value” shall have the meaning assigned to such term in Section 1.04(8) of the TEXAS TAX CODE.

“Appraisal District” means the Brazoria County Appraisal District.

“Board of Trustees” means the Board of Trustees of the Brazosport Independent School District.

“Comptroller” means the Texas Comptroller of Public Accounts, or the designated representative of the Texas Comptroller of Public Accounts acting on behalf of the Comptroller.

“Comptroller’s Rules” means the applicable rules and regulations of the Comptroller set forth in Chapter 34 TEXAS ADMIN. CODE Chapter 9, Subchapter F, together with any court or administrative decisions interpreting same.

“County” means Brazoria County, Texas.

“District” or “School District” means the Brazosport Independent School District, being a duly authorized and operating school district in the State, having the power to levy, assess, and collect ad valorem taxes within its boundaries and to which Subchapter B of the Act applies. The term also includes any successor independent school district or other successor governmental authority having the power to levy and collect ad valorem taxes for school purposes on the Applicant’s Qualified Property or the Applicant’s Qualified Investment.

“Final Termination Date” means the last date of the final year in which the Applicant is required to Maintain Viable Presence and as further identified in Section 2.3.E of this Agreement.

“Force Majeure” means those causes generally recognized under Texas law as constituting impossible conditions. Each Party must inform the other in writing with proof of receipt within sixty (60) business days of the existence of such Force Majeure or otherwise waive this right as a defense.

“Land” means the real property described on EXHIBIT 2, which is attached hereto and incorporated herein by reference for all purposes.

“Maintain Viable Presence” means (i) the operation during the term of this Agreement of the facility or facilities for which the tax limitation is granted; and (ii) the Applicant’s maintenance of jobs and wages as required by the Act and as set forth in its Application.

“Market Value” shall have the meaning assigned to such term in Section 1.04(7) of the TEXAS TAX CODE.

“New Qualifying Jobs” means the total number of jobs to be created by the Applicant after the Application Approval Date in connection with the project that is the subject of its Application that meet the criteria of Qualifying Job as defined in Section 313.021(3) of the TEXAS TAX CODE and the Comptroller’s Rules.

"New Non-Qualifying Jobs" means the number of Non-Qualifying Jobs, as defined in 34 TEXAS ADMIN. CODE Section 9.1051(14), to be created by the Applicant after the Application Approval Date in connection with the project which is the subject of its Application.

"Qualified Investment" has the meaning set forth in Section 313.021(1) of the TEXAS TAX CODE, as interpreted by the Comptroller's Rules.

"Qualified Property" has the meaning set forth in Section 313.021(2) of the TEXAS TAX CODE and as interpreted by the Comptroller's Rules and the Texas Attorney General, as these provisions existed on the Application Review Start Date.

"Qualifying Time Period" means the period defined in Section 2.3.C, during which the Applicant shall make investment on the Land where the Qualified Property is located in the amount required by the Act, the Comptroller's Rules, and this Agreement.

"State" means the State of Texas.

"Supplemental Payment" means any payments or transfers of things of value made to the District or to any person or persons in any form if such payment or transfer of thing of value being provided is in recognition of, anticipation of, or consideration for the Agreement and that is not authorized pursuant to Sections 313.027(f)(1) or (2) of the TEXAS TAX CODE, and specifically includes any payments required pursuant to Article VI of this Agreement.

"Tax Limitation Amount" means the maximum amount which may be placed as the Appraised Value on the Applicant's Qualified Property for maintenance and operations tax assessment in each Tax Year of the Tax Limitation Period of this Agreement pursuant to Section 313.027 of the TEXAS TAX CODE.

"Tax Limitation Period" means the Tax Years for which the Applicant's Qualified Property is subject to the Tax Limitation Amount and as further identified in Section 2.3.D of this Agreement.

"Tax Year" shall have the meaning assigned to such term in Section 1.04(13) of the TEXAS TAX CODE (*i.e.*, the calendar year).

"Taxable Value" shall have the meaning assigned to such term in Section 1.04(10) of the TEXAS TAX CODE.

Section 1.2 NEGOTIATED DEFINITIONS. Wherever used in Articles IV, V, and VI, the following terms shall have the following meanings, unless the context in which used clearly indicates another meaning or otherwise; provided however, if there is a conflict between a term defined in this section and a term defined in the Act, the Comptroller's Rules, or Section 1.1 of Agreement, the conflict shall be resolved by reference to Section 10.9.C.

"Aggregate Limit" means, for any Tax Year during the term of this Agreement, the cumulative total of the Annual Limit amount for such Tax Year and for all previous Tax Years during the term of this Agreement, less all amounts paid by the Applicant to or on behalf of the District under Article VI.

"Annual Limit" means the maximum annual benefit which can be paid directly to the District as a Supplemental Payment under the provisions of Texas Tax Code §313.027(i). For purposes of this Agreement, the amount of the Annual Limit shall be calculated for each year by multiplied by the District's Average Daily Attendance as calculated pursuant to Section 42.005 of the TEXAS EDUCATION CODE, based upon the District's 2014-2015 Average Daily Attendance of 11,573, rounded to the whole number times \$100, or any larger amount in Texas Tax Code §313.027(i), if such limit amount is increased for any future year of this Agreement. The Annual Limit shall first be computed for the first Tax Year (including partial Tax Year) the Qualifying Time Period is to commence, which, by virtue of the deferral, shall be Tax Year 2018. The start of the Qualifying Time Period is set forth in Section 2.3(C)(i), below.

"Applicable School Finance Law" means Chapters 41 and 42 of the TEXAS EDUCATION CODE, the Texas Economic Development Act (Chapter 313 of the TEXAS TAX CODE), Chapter 403, Subchapter M, of the TEXAS GOVERNMENT CODE applicable to District, and the Constitution and general laws of the State applicable to the school districts of the State for each and every year of this Agreement, including specifically, the applicable rules and regulations of the agencies of the State having jurisdiction over any matters relating to the public school systems and school districts of the State, and judicial decisions construing or interpreting any of the above. The term includes any and all amendments or successor statutes that may be adopted in the future that could impact or alter the calculation of Applicant's ad valorem tax obligation to District, either with or without the limitation of property values made pursuant to this Agreement.

"Commencement Date" means January 2, 2018, by virtue of the deferral of the start of the Qualifying Time Period.

"M&O Amount" means the amount to be paid by Applicant to compensate District for loss of Maintenance and Operations Revenue resulting from, or on account of, this Agreement for each year starting in the year of the Application Review Start Date and ending on the Final Termination Date as set forth in Section 4.2 of this Agreement.

"New M&O Revenue" means the total State and local Maintenance and Operations Revenue that District actually received for such school year.

"Net Tax Benefit" means an amount equal to (but not less than zero): (i) the amount of maintenance and operations ad valorem taxes which the Applicant would have paid to the District for all Tax Years during the term of this Agreement if this Agreement had not been entered into by the Parties; minus, (ii) an amount equal to the sum of (A) all maintenance and operations ad valorem school taxes actually due to the District or any other governmental entity, including the State of Texas, for all Tax Years during the term of this Agreement, plus (B) any and all payments due to the District under Articles IV, V, and VI of this Agreement.

"Revenue Protection Amount" means the amount calculated pursuant to Section 4.2 of this Agreement.

ARTICLE II **AUTHORITY, PURPOSE AND LIMITATION AMOUNTS**

Section 2.1. AUTHORITY. This Agreement is executed by the District as its written agreement with the Applicant pursuant to the provisions and authority granted to the District in Section 313.027 of the TEXAS TAX CODE.

Section 2.2. PURPOSE. In consideration of the execution and subsequent performance of the terms and obligations by the Applicant pursuant to this Agreement, identified in Sections 2.5 and as more fully specified in this Agreement, the value of the Applicant's Qualified Property listed and assessed by the County Appraiser for the District's maintenance and operation ad valorem property tax shall be the Tax Limitation Amount as set forth in Section 2.4 of this Agreement during the Tax Limitation Period.

Section 2.3. TERM OF THE AGREEMENT.

A. The Application Review Start Date for this Agreement is October 27, 2015, which will be used to determine the eligibility of the Applicant's Qualified Property and all applicable wage standards.

B. The Application Approval Date for this Agreement is October 25, 2016.

C. The Qualifying Time Period for this Agreement:

- i. Starts on January 2, 2018, a date not later than January 1 of the fourth Tax Year following the Application Approval Date for deferrals, as authorized by §313.027(h) of the TEXAS TAX CODE;
- ii. End on December 31, 2020, the last day of the second complete Tax Year following the Qualifying Time Period start date.

D. The Tax Limitation Period for this Agreement:

- i. Starts on January 1, 2021, the first complete Tax Year that begins after the date of commencement of Commercial Operation; and
- ii. Ends on December 31, 2030, which is the year the Tax Limitation Period starts as identified in Section 2.3.D.i plus 9 years..

E. The Final Termination Date for this Agreement is December 31, 2035.

F. This Agreement, and the obligations and responsibilities created by this Agreement, shall be and become effective on the Application Approval Date identified in Section 2.3.B. This Agreement, and the obligations and responsibilities created by this Agreement, terminate on the Final

Termination Date identified in Section 2.3.E, unless extended by the express terms of this Agreement.

Section 2.4. TAX LIMITATION. So long as the Applicant makes the Qualified Investment as required by Section 2.5, during the Qualifying Time Period, and unless this Agreement has been terminated as provided herein before such Tax Year, on January 1 of each Tax Year of the Tax Limitation Period, the Appraised Value of the Applicant's Qualified Property for the District's maintenance and operations ad valorem tax purposes shall not exceed the lesser of:

- A. the Market Value of the Applicant's Qualified Property; or
- B. Thirty Million Dollars (\$30,000,000), based on Section 313.027 of the TEXAS TAX CODE

This Tax Limitation Amount is based on the limitation amount for the category that applies to the District on the Application Approval Date, as set out by Section 313.022(b) of the TEXAS TAX CODE.

Section 2.5. TAX LIMITATION ELIGIBILITY. In order to be eligible and entitled to receive the value limitation identified in Section 2.4 for the Qualified Property identified in Article III, the Applicant shall:

- A. have completed the Applicant's Qualified Investment in the amount of \$30,000,000 during the Qualifying Time Period;
- B. have created and maintained, subject to the provisions of Section 313.0276 of the TEXAS TAX CODE, New Qualifying Jobs as required by the Act; and
- C. pay an average weekly wage of at least \$1,060.00 for all New Non-Qualifying Jobs created by the Applicant.

Section 2.6. TAX LIMITATION OBLIGATIONS. In order to receive and maintain the limitation authorized by Section 2.4, Applicant shall:

- A. provide payments to District sufficient to protect future District revenues through payment of revenue offsets and other mechanisms as more fully described in Article IV;
- B. provide payments to the District that protect the District from the payment of extraordinary education-related expenses related to the project, as more fully specified in Article V;
- C. provide such Supplemental Payments as more fully specified in Article VI;
- D. create and Maintain Viable Presence on or with the Qualified Property and perform additional obligations as more fully specified in Article VIII of this Agreement; and
- E. No additional conditions are identified in the certificate for a limitation on appraised value by the Comptroller for this project.

ARTICLE III **QUALIFIED PROPERTY**

Section 3.1. LOCATION WITHIN ENTERPRISE OR REINVESTMENT ZONE. At the time of the Application Approval Date, the Land is within an area designated either as an enterprise zone, pursuant to Chapter 2303 of the TEXAS GOVERNMENT CODE, or a reinvestment zone, pursuant to Chapter 311 or 312 of the TEXAS TAX CODE. The legal description, and information concerning the designation, of such zone is attached to this Agreement as **EXHIBIT 1** and is incorporated herein by reference for all purposes.

Section 3.2. LOCATION OF QUALIFIED PROPERTY AND INVESTMENT. The Land on which the Qualified Property shall be located and on which the Qualified Investment shall be made is described in **EXHIBIT 2**, which is attached hereto and incorporated herein by reference for all purposes. The Parties expressly agree that the boundaries of the Land may not be materially changed from its configuration described in **EXHIBIT 2** unless amended pursuant to the provisions of Section 10.2 of this Agreement.

Section 3.3. DESCRIPTION OF QUALIFIED PROPERTY. The Qualified Property that is subject to the Tax Limitation Amount is described in **EXHIBIT 4**, which is attached hereto and incorporated herein by reference for all purposes. Property which is not specifically described in **EXHIBIT 4** shall not be considered by the District or the Appraisal District to be part of the Applicant's Qualified Property for purposes of this Agreement, unless by official action the Board of Trustees provides that such other property is a part of the Applicant's Qualified Property for purposes of this Agreement in compliance with Section 313.027(e) of the TEXAS TAX CODE, the Comptroller's Rules, and Section 10.2 of this Agreement.

Section 3.4. CURRENT INVENTORY OF QUALIFIED PROPERTY. In addition to the requirements of Section 10.2 of this Agreement, if there is a material change in the Qualified Property described in **EXHIBIT 4**, then within 60 days from the date commercial operation begins, the Applicant shall provide to the District, the Comptroller, the Appraisal District or the State Auditor's Office a specific and detailed description of the tangible personal property, buildings, and/or permanent, nonremovable building components (including any affixed to or incorporated into real property) on the Land to which the value limitation applies including maps or surveys of sufficient detail and description to locate all such described property on the Land.

Section 3.5. QUALIFYING USE. The Applicant's Qualified Property described in Section 3.3 qualifies for a tax limitation agreement under Section (b)(1) of the TEXAS TAX CODE as property used for manufacturing.

ARTICLE IV **PROTECTION AGAINST LOSS OF FUTURE DISTRICT REVENUES**

Section 4.1. INTENT OF THE PARTIES. Subject only to the limitations contained in Section 7.1 of this Agreement, it is the intent of the Parties that the District shall, in accordance with the provisions of Section 313.027(f)(1) of the TEXAS TAX CODE, be compensated by Applicant for any loss that District incurs in its Maintenance and Operations Revenue in each year of this Agreement for which this Agreement was, in any manner, a producing cause, resulting, at least in part because of or on account of, the execution of this Agreement. Such payments shall be independent of, and in addition to such other payments as set forth in Article V and Article VI in this Agreement. Subject only to the limitations contained in Section 7.1 of this Agreement, it is the intent of the Parties that the risk of any and all negative financial consequences to the District's total annual Maintenance and Operations Revenue, to which the execution of this Agreement contributed in any manner, will be borne solely by Applicant and not by District.

The Parties hereto expressly understand and agree that, for all years to which this Agreement may apply, the calculation of negative financial consequences will be defined for each applicable year in accordance with the Applicable School Finance Law, as defined in Section 1.2 above, and that such definition specifically contemplates that calculations made under this Agreement may well periodically change in accordance with changes made from time to time in the Applicable School Finance Law. The Parties further agree that the printouts and projections produced during the negotiations and approval of this Agreement are: i) for illustrative purposes only, are not intended to be relied upon, and have not been relied upon by the Parties as a prediction of future consequences to either Party to the Agreement; ii) are based upon current School Finance Law, which is subject to change by statute, by administrative regulation, or by judicial decision at any time; and, iii) may change in future years to reflect changes in the Applicable School Finance Law.

Section 4.2. CALCULATING THE AMOUNT OF LOSS OF REVENUES BY THE DISTRICT. Subject only to the provisions of Section 7.1 of this Agreement, the amount to be paid by Applicant to compensate District for loss of Maintenance and Operations Revenue resulting from, or on account of, this Agreement for each year starting in the year of the Application Review Start Date and ending on the Final Termination Date, the "M&O Amount" shall be determined in compliance with the Applicable School Finance Law in effect for such year and according to the following formula:

- A. Notwithstanding any other provision in this Agreement, the M&O Amount owed by Applicant to District means the Original M&O Revenue *minus* the New M&O Revenue; based on the following definitions where:
 - i. "*Original M&O Revenue*" means the total State and local Maintenance and Operations Revenue that District would have received for the school year, under the Applicable School Finance Law for such Tax Year, had this Agreement not been entered into by the Parties and the Applicant's Qualified Property been subject to the District's full *ad valorem* maintenance & operations tax at the rate applicable for such tax year. For purposes of this calculation, the Third Party will base its calculations upon actual local taxable values for each applicable year as certified by the County Appraisal District for all other taxable accounts in the District, save and except for the Qualified Property subject to this Agreement, *plus* the total appraised value of the Qualified Property subject to this Agreement which is or would be used for the calculation of the District's tax levy for debt tax purposes. For the calculation of Original M&O Revenue, Applicant's Taxable value for its Qualified Property for M&O purposes will not be used.
 - ii. "*New M&O Revenue*" means the total State and local Maintenance and Operations Revenue that District actually received or is accrued to the District in accordance with the provisions of the Applicable School Finance Law for such school year
- B. In making the calculations required by this Section 4.2 of this Agreement:

- i. The Taxable Value of property for each school year will be determined under the Applicable School Finance Law as that law exists for each year for which the calculation is made.
- ii. For purposes of this calculation, the tax collection rate on the Applicant's Qualified Property will be presumed to be one hundred percent (100%).
- iii. If, for any year of this Agreement, the difference between the Original M&O Revenue and the New M&O Revenue, as calculated under this Section 4.2 of this Agreement, results in a negative number, the negative number will be considered to be zero.
- iv. For all calculations made for years during the Tax Limitation Period under Section 4.2 of this Agreement, Subsection *ii* of this subsection will reflect the Tax Limitation Amount for such year.

Section 4.4. CALCULATIONS TO BE MADE BY THIRD PARTY. All calculations under this Agreement shall be made annually by an independent third party (the "Third Party") approved each year by the District.

Section 4.5. DATA USED FOR CALCULATIONS. The calculations for payments under this Agreement shall be initially based upon the valuations placed upon the Applicant's Qualified Investment and/or the Applicant's Qualified Property by the Appraisal District in its annual certified tax roll submitted to the District for each Tax Year pursuant to Texas Tax Code § 26.01 on or about July 25 of each year of this Agreement. Immediately upon receipt of the valuation information by the District, the District shall submit the valuation information to the Third Party selected under Section 4.4. The certified tax roll data shall form the basis of the calculation of any and all amounts due under this Agreement. All other data utilized by the Third Party to make the calculations contemplated by this Agreement shall be based upon the best available current estimates. The data utilized by the Third Party shall be adjusted from time to time by the Third Party to reflect actual amounts, subsequent adjustments by the Appraisal District to the District's certified tax roll or any other changes in student counts, tax collections, or other data.

Section 4.6. DELIVERY OF CALCULATIONS. On or before November 1 of each year for which this Agreement is effective, the Third Party appointed pursuant to Section 4.4 of this Agreement shall forward to the Parties a certification containing the calculations required under Sections 4.2 and/or 4.3, Article VI, and/or Section 7.1 of this Agreement in sufficient detail to allow the Parties to understand the manner in which the calculations were made. The Third Party shall simultaneously submit his, her or its invoice for fees for services rendered to the Parties, if any fees are being claimed, which fee shall be the sole responsibility of the District, but subject to the provisions of Section 4.7, below. Upon reasonable prior notice, the employees and agents of the Applicant shall have access, at all reasonable times, to the Third Party's calculations, records, and correspondence pertaining to the calculation and fee for the purpose of verification. The Third Party shall maintain supporting data consistent with generally accepted accounting practices, and the employees and agents of the Applicant shall have the right to reproduce and retain for purpose of audit, any of these documents. The Third Party shall preserve all

documents pertaining to the calculation until the Final Termination Date of this Agreement. The Applicant shall not be liable for any of the Third Party's costs resulting from an audit of the Third Party's books, records, correspondence, or work papers pertaining to the calculations contemplated by this Agreement.

Section 4.7. PAYMENT BY APPLICANT. The Applicant shall pay any amount determined by the Third Party to be due and owing to the District under this Agreement on or before the January 31 next following the tax levy for each year for which this Agreement is effective. By such date, the Applicant shall also pay any amount billed by the Third Party, plus any reasonable and necessary legal expenses paid by the District to its attorneys, auditors, or financial consultants for the preparation and filing of any financial reports, disclosures, or other reimbursement applications filed with or sent to the State of Texas which are, or may be required under the terms or because of the execution of this Agreement. For no Tax Year during the term of this Agreement shall the Applicant be responsible for the payment of an aggregate amount of fees and expenses under this Section 3.7 which exceeds Fifteen Thousand Dollars (\$15,000.00).

Section 4.8. EFFECT OF PROPERTY VALUE APPEAL OR OTHER ADJUSTMENT. If at the time the Third Party selected under Section 4.4 makes its calculations under this Agreement, the Applicant has appealed any matter relating to the valuations placed by the Appraisal District on the Applicant's Qualified Property, and/or the Applicant's Qualified Property and such appeal remains unresolved, the Third Party shall base its calculations upon the values placed upon the Applicant's Qualified Property and/or the Applicant's Qualified Property by the Appraisal District.

If as a result of an appeal or for any other reason, the Taxable Value of the Applicant's Qualified Investment and/or the Applicant's Qualified Property is changed, once the determination of the new Taxable Value becomes final, the Parties shall immediately notify the Third Party who shall immediately issue new calculations for the applicable year or years using the new Taxable Value. In the event the new calculations result in a change in any amount paid or payable by the Applicant under this Agreement, the Party from whom the adjustment is payable shall remit such amounts to the other Party within thirty (30) days of the receipt of the new calculations from the Third Party.

Section 4.9. STATUTORY CHANGES AFFECTING M&O REVENUE. Notwithstanding any other provision in this Agreement, but subject to the limitations contained in Section 7.1 of this Agreement, in the event that, by virtue of statutory changes to the Applicable School Finance Law, administrative interpretations by Comptroller, Commissioner of Education, or the Texas Education Agency, or for any other reason attributable to statutory change, District will receive less Maintenance and Operations Revenue, or, if applicable, will be required to increase its payment of funds to the State, because of its participation in this Agreement, Applicant shall make payments to District, up to the revenue protection amount limit set forth in Section 7.1, that are necessary to offset any negative impact on District's Maintenance and Operations Revenue, as a result of its participation in this Agreement. Such calculation shall take into account any adjustments to the amount calculated for the current fiscal year that should be made in order to reflect the actual impact on District.

Section 4.10. RESOLUTION OF DISPUTES. Should the Applicant disagree with the certification containing the calculations, the Applicant may appeal the findings, in writing, to the Third Party within

thirty (30) days following the later of (i) receipt of the certification, or (ii) the date the Applicant is granted access to the books, records and other information in accordance with Section 4.6 for purposes of auditing or reviewing the information in connection with the certification. Within thirty (30) days of receipt of the Applicant's appeal, the Third Party will issue, in writing, a final determination of the certification containing the calculations. Thereafter, the Applicant may appeal the final determination of certification containing the calculations to the District. Any appeal by the Applicant of the final determination of the Third Party may be made, in writing, to the Board of Trustees within thirty (30) days of the final determination of certification containing the calculations, and shall be without limitation of the Applicant's other rights and remedies available hereunder, at law or in equity.

ARTICLE V **PAYMENT OF EXTRAORDINARY EDUCATION-RELATED EXPENSES**

Section 5.1. EXTRAORDINARY EXPENSES. In addition to the amounts determined pursuant to Section 4.2 of this Agreement above, Applicant on an annual basis shall also indemnify and reimburse District for the following:

- A. all non-reimbursed costs, certified by District's external auditor to have been incurred by District for extraordinary education-related expenses related to the project that are not directly funded in state aid formulas, including expenses for the purchase of portable classrooms and the hiring of additional personnel to accommodate a temporary increase in student enrollment attributable to the project; and
- B. any other loss of District revenues which are, or may be attributable to the payment by Applicant to or on behalf any other third party beneficiary.

ARTICLE VI **SUPPLEMENTAL PAYMENTS**

Section 6.1. INTENT OF PARTIES WITH RESPECT TO SUPPLEMENTAL PAYMENTS.

(a) Amounts Exclusive of Indemnity Amounts

In addition to undertaking the responsibility for the payment of all of the amounts set forth under Articles IV and V, and as further consideration for the execution of this Agreement by the District, the Applicant shall also be responsible for the supplemental payments set forth in this Article VI, (the "Supplemental Payments"). The Applicant shall not be responsible to the District or to any other person or persons in any form for the payment or transfer of money or any other thing of value in recognition of, anticipation of, or consideration for this Agreement for limitation on appraised value made pursuant to Chapter 313, Texas Tax Code, unless it is explicitly set forth in this Agreement. It is the express intent of the Parties that the Applicant's obligation to make Supplemental Payments under this Article VI is separate and independent of the obligation of the Applicant to pay the amounts described in Articles IV and V; provided, however, that all payments under Articles IV and V are subject to the limitations contained in Section 7.1, and that all payments under this Article IV are subject to the separate limitations contained in Section 6.2.

(b) Adherence to Statutory Limits on Supplemental Payments

It is the express intent of the Parties that any Supplemental Payments made to or on behalf of the District by the Applicant under this Article VI shall not exceed the limit imposed by the provisions of Texas Tax Code §313.027(i), as such limit is allowed to be increased by the Legislature for any future year of this Agreement.

Section 6.2. SUPPLEMENTAL PAYMENT LIMITATION. Notwithstanding the foregoing:

A. the total of the Supplemental Payments made pursuant to this Article shall: not exceed for any calendar year of this Agreement an amount equal to the greater of One Hundred Dollars (\$100.00) per student per year in average daily attendance, as defined by Section 42.005 of the TEXAS EDUCATION CODE, or Fifty Thousand Dollars (\$50,000.00) per year times the number of years beginning with the first complete or partial year of the Qualifying Time Period identified in Section 2.3.C and ending with the year for which the Supplemental Payment is being calculated minus all Supplemental Payments previously made by the Application;

B. Supplemental Payments may only be made during the period starting the first year of the Qualifying Time Period and ending December 31 of the third year following the end of the Tax Limitation Period:

C. the limitation in Section 6.2.A does not apply to amounts described by Section 313.027(f)(1)–(2) of the TEXAS TAX CODE as implemented in Articles IV and V of this Agreement.

D. For purposes of this Agreement, the calculation of the limit of the annual Supplemental Payment shall be the greater of \$50,000 or \$100 multiplied by the District's Average Daily Attendance as calculated pursuant to Section 42.005 of the TEXAS EDUCATION CODE, based upon C. the limitation in Section 6.2.A does not apply to amounts described by Section 313.027(f)(1)–(2) of the TEXAS TAX CODE as implemented in Articles IV and V of this Agreement.

D. For purposes of this Agreement, the calculation of the limit of the annual Supplemental Payment shall be the greater of \$50,000 or \$100 multiplied by the District's Average Daily Attendance as calculated pursuant to Section 42.005 of the TEXAS EDUCATION CODE, based upon the District's 2014-2015 Average Daily Attendance of 11,573.

Section 6.3. STIPULATED SUPPLEMENTAL PAYMENT AMOUNT. Beginning with the Value Limitation Period of this Agreement and ending the third tax year after the Limitation expires, the District shall receive Supplemental Payments that equal:

<u>PAYMENT DUE DATE</u>	<u>PAYMENT AMOUNT</u>
January 31, 2022	\$100 multiplied by District's ADA, or \$1,157,300
January 31, 2023	\$100 multiplied by District's ADA, or \$1,157,300
January 31, 2024	\$100 multiplied by District's ADA, or \$1,157,300
January 31, 2025	\$100 multiplied by District's ADA, or \$1,157,300
January 31, 2026	\$100 multiplied by District's ADA, or \$1,157,300
January 31, 2027	\$100 multiplied by District's ADA, or \$1,157,300
January 31, 2028	\$100 multiplied by District's ADA, or \$1,157,300
January 31, 2029	\$100 multiplied by District's ADA, or \$1,157,300
January 31, 2030	\$100 multiplied by District's ADA, or \$1,157,300
January 31, 2031	\$100 multiplied by District's ADA, or \$1,157,300

Section 6.4. PROCEDURES FOR SUPPLEMENTAL PAYMENT CALCULATIONS. All calculations required by this Article VI, including but not limited to: (i) the calculation of the Applicant's Stipulated Supplemental Payment Amount; (ii) the determination of both the Annual Limit and the Aggregate Limit; (iii) the effect, if any, of the Aggregate Limit upon the actual amount of Supplemental Payments eligible to be paid to the District by the Applicant; and (iv) the carry forward and accumulation of any of the Applicant's Stipulated Supplemental Payment Amounts unpaid by the Applicant due to the Aggregate Limit in previous years, shall be calculated by the Third Party selected pursuant to Section 4.4.

- (a) The calculations made by the Third Party shall be made at the same time and on the same schedule as the calculations made pursuant to Section 4.6.
- (b) The payment of all amounts due under this Article VI shall be made at the time set forth in Section 4.7.

Section 6.7. DISTRICT'S OPTION TO DESIGNATE SUCCESSOR BENEFICIARY. At any time during this Agreement, the Board of Trustees may, in its sole discretion, direct that any of the Applicant's payments under this Article VI be made to the District's educational foundation or to a similar entity. Such foundation or entity may only use such funds received under this Article VI to support the educational mission of the District and its students. Any designation of such foundation or entity must be made by recorded vote of the Board of Trustees at a properly posted public meeting of the Board of Trustees. Any such designation will become effective after such public vote and the delivery of notice of said vote to the Applicant in conformance with the provisions of Section 10.1 below. Such designation may be rescinded by the Board of Trustees, by Board action, at any time, and any such rescission will become effective after delivery of notice of such action to the Applicant in conformance with the provisions of Section 10.1.

Any designation of a successor beneficiary under this Section 6.7 shall not alter the limits on Supplemental Payments described in Sections 6.2 and 6.3, above.

Notwithstanding the foregoing, any payments made by Applicant shall be made in the manner and to the party designated in this Agreement unless Applicant receives unambiguous written notice from the District that such payments are to be made to a different party.

ARTICLE VII **ANNUAL LIMITATION OF PAYMENTS BY APPLICANT**

Section 7.1. ANNUAL LIMITATION. Notwithstanding anything contained in this Agreement to the contrary, and with respect to each Tax Year of the Tax Limitation Period beginning after the first Tax Year of the Tax Limitation Period, in no event shall (i) the sum of the maintenance and operations ad valorem taxes paid by the Applicant to the District for such Tax Year, plus the sum of all payments otherwise due from the Applicant to the District under Articles IV, V, and VI of this Agreement with respect to such Tax Year, exceed (ii) the amount of the maintenance and operations ad valorem taxes that the Applicant would have paid to the District for such Tax Year (determined by using the District's actual maintenance and operations tax rate for such Tax Year) if the Parties had not entered into this Agreement. The calculation and comparison of the amounts described in clauses (i) and (ii) of the preceding sentence shall be included in all calculations made pursuant to Article IV of this Agreement, and in the event the sum of the amounts described in said clause (i) exceeds the amount described in said clause (ii), then the payments otherwise due from the Applicant to the District under Articles IV, V, and VI shall be reduced until such excess is eliminated.

Section 7.2. OPTION TO TERMINATE AGREEMENT. In the event that any payment otherwise due from the Applicant to the District under Article IV, Article V, or Article VI of this Agreement with respect

to a Tax Year is subject to reduction in accordance with the provisions of Section 7.1, then the Applicant shall have the option to terminate this Agreement. The Applicant may exercise such option to terminate this Agreement by notifying the District of its election in writing not later than the July 31 of the year following the Tax Year with respect to which a reduction under Section 7.1 is applicable. Any termination of this Agreement under the foregoing provisions of this Section 7.2 shall be effective immediately prior to the second Tax Year next following the Tax Year in which the reduction giving rise to the option occurred.

Section 7.3. EFFECT OF OPTIONAL TERMINATION. Upon the exercise of the option to terminate pursuant to Section 7.2, this Agreement shall terminate and be of no further force or effect; provided, however, that:

A. the Parties respective rights and obligations under this Agreement with respect to the Tax Year or Tax Years (as the case may be) through and including the Tax Year during which such notification is delivered to the District, shall not be impaired or modified as a result of such termination and shall survive such termination unless and until satisfied and discharged; and

B. the provisions of this Agreement regarding payments (including liquidated damages and tax payments), records and dispute resolution shall survive the termination or expiration of this Agreement.

ARTICLE VIII **ADDITIONAL OBLIGATIONS OF APPLICANT**

Section 8.1. APPLICANT'S OBLIGATION TO MAINTAIN VIABLE PRESENCE. In order to receive and maintain the limitation authorized by Section 2.4 in addition to the other obligations required by this Agreement, the Applicant shall Maintain Viable Presence in the District commencing at the start of the Tax Limitation Period through the Final Termination Date of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the Applicant shall not be in breach of, and shall not be subject to any liability for failure to Maintain Viable Presence to the extent such failure is caused by Force Majeure, provided the Applicant makes commercially reasonable efforts to remedy the cause of such Force Majeure.

Section 8.2. REPORTS. In order to receive and maintain the limitation authorized by Section 2.4 in addition to the other obligations required by this Agreement, the Applicant shall submit all reports required from time to time by the Comptroller, listed in 34 TEXAS ADMIN. CODE Section 9.1052 and as currently located on the Comptroller's website, including all data elements required by such form to the satisfaction of the Comptroller on the dates indicated on the form or the Comptroller's website and starting on the first such due date after the Application Approval Date.

Section 8.3. COMPTROLLER'S REPORT ON CHAPTER 313 AGREEMENTS. During the term of this Agreement, both Parties shall provide the Comptroller with all information reasonably necessary for the Comptroller to assess performance under this Agreement for the purpose of issuing the Comptroller's report, as required by Section 313.032 of the TEXAS TAX CODE.

Section 8.4. DATA REQUESTS. Upon the written request of the District, the State Auditor's Office, the

Appraisal District, or the Comptroller during the term of this Agreement, the Applicant, the District or any other entity on behalf of the District shall provide the requesting party with all information reasonably necessary for the requesting party to determine whether the Applicant is in compliance with its rights, obligations or responsibilities, including, but not limited to, any employment obligations which may arise under this Agreement.

Section 8.5. SITE VISITS AND RECORD REVIEW. The Applicant shall allow authorized employees of the District, the Comptroller, the Appraisal District, and the State Auditor's Office to have reasonable access to the Applicant's Qualified Property and business records from the Application Review Start Date through the Final Termination Date, in order to inspect the project to determine compliance with the terms hereof or as necessary to properly appraise the Taxable Value of the Applicant's Qualified Property.

A. All inspections will be made at a mutually agreeable time after the giving of not less than forty-eight (48) hours prior written notice, and will be conducted in such a manner so as not to unreasonably interfere with either the construction or operation of the Applicant's Qualified Property.

B. All inspections may be accompanied by one or more representatives of the Applicant, and shall be conducted in accordance with the Applicant's safety, security, and operational standards. Notwithstanding the foregoing, nothing contained in this Agreement shall require the Applicant to provide the District, the Comptroller, or the Appraisal District with any technical or business information that is proprietary, a trade secret, or is subject to a confidentiality agreement with any third party.

Section 8.6. RIGHT TO AUDIT; SUPPORTING DOCUMENTS; AUTHORITY OF STATE AUDITOR.

By executing this Agreement, implementing the authority of, and accepting the benefits provided by Chapter 313 of the TEXAS TAX CODE, the Parties agree that this Agreement and their performance pursuant to its terms are subject to review and audit by the State Auditor as if they are parties to a State contract and subject to the provisions of Section 2262.154 of the TEXAS GOVERNMENT CODE and Section 313.010(a) of the TEXAS TAX CODE. The Parties further agree to comply with the following requirements:

A. The District and the Applicant shall maintain and retain supporting documents adequate to ensure that claims for the Tax Limitation Amount are in accordance with applicable Comptroller and State of Texas requirements. The Applicant and the District shall maintain all such documents and other records relating to this Agreement and the State's property for a period of four (4) years after the latest occurring date of:

- i. date of submission of the final payment;
- ii. Final Termination Date; or
- iii. date of resolution of all disputes or payment.

B. During the time period defined under Section 8.6.A, the District and the Applicant shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to this Agreement; the Applicant's Application; and the Applicant's Qualified Property, Qualified Investment, New Qualifying Jobs, and wages paid for New Non- Qualifying Jobs such as work papers, reports, books, data, files, software, records, calculations, spreadsheets and other supporting documents pertaining to this Agreement, for purposes of inspecting, monitoring, auditing, or evaluating by the Comptroller, State Auditor's Office, State of Texas or their authorized representatives. The Applicant and the District shall cooperate with auditors and other authorized

Comptroller and State of Texas representatives and shall provide them with prompt access to all of such property as requested by the Comptroller or the State of Texas. By example and not as an exclusion to other breaches or failures, the Applicant's or the District's failure to comply with this Section shall constitute a Material Breach of this Agreement.

C. In addition to and without limitation on the other audit provisions of this Agreement, the acceptance of tax benefits or funds by the Applicant or the District or any other entity or person directly under this Agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Applicant or the District or other entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The Parties agree that this Agreement shall for its duration be subject to all rules and procedures of the State Auditor acting under the direction of the legislative audit committee.

D. The Applicant shall include the requirements of this Section 8.6 in its subcontract with any entity whose employees or subcontractors are subject to wage requirements under the Act, the Comptroller's Rules, or this Agreement, or any entity whose employees or subcontractors are included in the Applicant's compliance with job creation or wage standard requirement of the Act, the Comptroller's Rules, or this Agreement.

Section 8.7. FALSE STATEMENTS; BREACH OF REPRESENTATIONS. The Parties acknowledge that this Agreement has been negotiated, and is being executed, in reliance upon the information contained in the Application, and any supplements or amendments thereto, without which the Comptroller would not have approved this Agreement and the District would not have executed this Agreement. By signature to this Agreement, the Applicant:

A. represents and warrants that all information, facts, and representations contained in the Application are true and correct to the best of its knowledge;

B. agrees and acknowledges that the Application and all related attachments and schedules are included by reference in this Agreement as if fully set forth herein; and

C. acknowledges that if the Applicant submitted its Application with a false statement, signs this Agreement with a false statement, or submits a report with a false statement, or it is subsequently determined that the Applicant has violated any of the representations, warranties, guarantees, certifications, or affirmations included in the Application or this Agreement, the Applicant shall have materially breached this Agreement and the Agreement shall be invalid and void except for the enforcement of the provisions required by Section 9.2 of this Agreement.

ARTICLE IX **MATERIAL BREACH OR EARLY TERMINATION**

Section 9.1. EVENTS CONSTITUTING MATERIAL BREACH OF AGREEMENT. The Applicant shall be in Material Breach of this Agreement if it commits one or more of the following acts or omissions (each a "Material Breach"):

A. The Application, any Application Supplement, or any Application Amendment on which this Agreement is approved is determined to be inaccurate as to any material

representation, information, or fact or is not complete as to any material fact or representation or such application;

B. The Applicant failed to complete Qualified Investment as required by Section 2.5.A. of this Agreement during the Qualifying Time Period;

C. The Applicant failed to create and maintain the number of New Qualifying Jobs required by the Act;

D. The Applicant failed to create and maintain the number of New Qualifying Jobs specified in Schedule C of the Application;

E. The Applicant failed to pay at least the average weekly wage of all jobs in the county in which the jobs are located for all New Non-Qualifying Jobs created by the Applicant;

F. The Applicant failed to provide payments to the District sufficient to protect future District revenues through payment of revenue offsets and other mechanisms as more fully described in Article IV of this Agreement;

G. The Applicant failed to provide the payments to the District that protect the District from the payment of extraordinary education-related expenses related to the project to the extent and in the amounts that the Applicant agreed to provide such payments in Article V of this Agreement;

H. The Applicant failed to provide the Supplemental Payments to the extent and in the amounts that the Applicant agreed to provide such Supplemental Payments in Article VI of this Agreement;

I. The Applicant failed to create and Maintain Viable Presence on or with the Qualified Property as more fully specified in Article VIII of this Agreement;

J. The Applicant failed to submit the reports required to be submitted by Section 8.2 to the satisfaction of the Comptroller;

K. The Applicant failed to provide the District or the Comptroller with all information reasonably necessary for the District or the Comptroller to determine whether the Applicant is in compliance with its obligations, including, but not limited to, any employment obligations which may arise under this Agreement;

L. The Applicant failed to allow authorized employees of the District, the Comptroller, the Appraisal District, or the State Auditor's Office to have access to the Applicant's Qualified Property or business records in order to inspect the project to determine compliance with the terms hereof or as necessary to properly appraise the Taxable Value of the Applicant's Qualified Property under Sections 8.5 and 8.6;

M. The Applicant failed to comply with a request by the State Auditor's office to review and audit the Applicant's compliance with this Agreement;

N. The Applicant has made any payments to the District or to any other person or persons in any form for the payment or transfer of money or any other thing of value in recognition of, anticipation of, or consideration for this Agreement for limitation on Appraised Value made pursuant to Chapter 313 of the TEXAS TAX CODE, in excess of the amounts set forth in Articles IV, V and VI of this Agreement;

O. The Applicant failed to comply with the conditions included in the certificate for limitation issued by the Comptroller.

Section 9.2. DETERMINATION OF BREACH AND TERMINATION OF AGREEMENT.

A. Prior to making a determination that the Applicant has failed to comply in any material respect with the terms of this Agreement or to meet any material obligation under this Agreement, the

District shall provide the Applicant with a written notice of the facts which it believes have caused the breach of this Agreement, and if cure is possible, the cure proposed by the District. After receipt of the notice, the Applicant shall be given ninety (90) days to present any facts or arguments to the Board of Trustees showing that it is not in breach of its obligations under this Agreement, or that it has cured or undertaken to cure any such breach.

B. If the Board of Trustees is not satisfied with such response or that such breach has been cured, then the Board of Trustees shall, after reasonable notice to the Applicant, conduct a hearing called and held for the purpose of determining whether such breach has occurred and, if so, whether such breach has been cured. At any such hearing, the Applicant shall have the opportunity, together with their counsel, to be heard before the Board of Trustees. At the hearing, the Board of Trustees shall make findings as to:

- i. whether or not a breach of this Agreement has occurred;
- ii. whether or not such breach is a Material Breach;
- iii. the date such breach occurred, if any;
- iv. whether or not any such breach has been cured; and

C. In the event that the Board of Trustees determines that such a breach has occurred and has not been cured, it shall at that time determine:

- i. the amount of recapture taxes under Section 9.4.C (net of all credits under Section 9.4.C);
- ii. the amount of any penalty or interest under Section 9.4.E that are owed to the District; and
- iii. in the event of a finding of a Material Breach, whether to terminate this Agreement.

D. After making its determination regarding any alleged breach, the Board of Trustees shall cause the Applicant to be notified in writing of its determination (a "Determination of Breach and Notice of Contract Termination") and provide a copy to the Comptroller.

Section 9.3. DISPUTE RESOLUTION.

A. After receipt of notice of the Board of Trustee's Determination of Breach and Notice of Contract Termination under Section 9.2, the Applicant shall have not greater than thirty (30) days in which either to tender payment or evidence of its efforts to cure, or to initiate mediation of the dispute by written notice to the District, in which case the District and the Applicant shall be required to make a good faith effort to resolve, without resort to litigation and within thirty (30) days after the Applicant initiates mediation, such dispute through mediation with a mutually agreeable mediator and at a mutually convenient time and place for the mediation. If the Parties are unable to agree on a mediator, a mediator shall be selected by the senior state district court judge then presiding in Brazoria County, Texas. The Parties agree to sign a document that provides the mediator and the mediation will be governed by the provisions of Chapter 154 of the TEXAS CIVIL PRACTICE AND REMEDIES CODE and such other rules as the mediator shall prescribe. With respect to such mediation, (i) the District shall bear one-half of such mediator's fees and expenses and the Applicant shall bear one-half of such mediator's fees and expenses, and (ii) otherwise each Party shall bear all of its costs and expenses (including attorneys' fees) incurred in connection with such mediation.

B. In the event that any mediation is not successful in resolving the dispute or that payment is not received within the time period described for mediation in Section 9.3.A, either the District or the

Applicant may seek a judicial declaration of their respective rights and duties under this Agreement or otherwise, in a judicial proceeding in a state district court in Brazoria County, assert any rights or defenses, or seek any remedy in law or in equity, against the other Party with respect to any claim relating to any breach, default, or nonperformance of any contract, agreement or undertaking made by a Party pursuant to this Agreement.

C. If payments become due under this Agreement and are not received before the expiration of the 30 days provided for such payment in Section 9.3.A, and if the Applicant has not contested such payment calculations under the procedures set forth herein, including judicial proceedings, the District shall have the remedies for the collection of the amounts determined under Section 9.4 as are set forth in Chapter 33, Subchapters B and C, of the TEXAS TAX CODE for the collection of delinquent taxes. In the event that the District successfully prosecutes legal proceedings under this section, the Applicant shall also be responsible for the payment of attorney's fees to the attorneys representing the District pursuant to Section 6.30 of the TEXAS TAX CODE and a tax lien shall attach to the Applicant's Qualified Property and the Applicant's Qualified Investment pursuant to Section 33.07 of the TEXAS TAX CODE to secure payment of such fees.

Section 9.4. Consequences of Early Termination or Other Breach by Applicant.

A. In the event that the Applicant terminates this Agreement without the consent of the District, except as provided in Section 7.2 of this Agreement, the Applicant shall pay to the District liquidated damages for such failure within thirty (30) days after receipt of the notice of breach.

B. In the event that the District determines that the Applicant has failed to comply in any material respect with the terms of this Agreement or to meet any material obligation under this Agreement, the Applicant shall pay to the District liquidated damages, as calculated by Section 9.4.C, prior to, and the District may terminate the Agreement effective on the later of: (i) the expiration of the 30 days provided for in Section 9.3.A, and (ii) thirty (30) days after any mediation and judicial proceedings initiated pursuant to Sections 9.3.A and 9.3.B are resolved in favor of the District.

C. The sum of liquidated damages due and payable shall be the sum total of the District ad valorem taxes for all of the Tax Years for which a tax limitation was granted pursuant to this Agreement prior to the year in which the default occurs that otherwise would have been due and payable by the Applicant to the District without the benefit of this Agreement, including penalty and interest, as calculated in accordance with Section 9.4.E. For purposes of this liquidated damages calculation, the Applicant shall be entitled to a credit for all payments made to the District pursuant to Articles IV, V, and VI. Upon payment of such liquidated damages, the Applicant's obligations under this Agreement shall be deemed fully satisfied, and such payment shall constitute the District's sole remedy.

D. In the event that the District determines that the Applicant has committed a Material Breach identified in Section 9.1, after the notice and mediation periods provided by Sections 9.2 and 9.3, then the District may, in addition to the payment of liquidated damages required pursuant to Section 9.4.C, terminate this Agreement.

E. In determining the amount of penalty or interest, or both, due in the event of a breach of this Agreement, the District shall first determine the base amount of recaptured taxes less all credits under Section 9.4.C owed for each Tax Year during the Tax Limitation Period. The District shall calculate penalty or interest for each Tax Year during the Tax Limitation Period in accordance with the methodology set forth in Chapter 33 of the TEXAS TAX CODE, as if the base amount calculated for

such Tax Year less all credits under Section 9.4.C had become due and payable on February 1 of the calendar year following such Tax Year. Penalties on said amounts shall be calculated in accordance with the methodology set forth in Section 33.01(a) of the TEXAS TAX CODE, or its successor statute. Interest on said amounts shall be calculated in accordance with the methodology set forth in Section 33.01(c) of the TEXAS TAX CODE, or its successor statute.

Section 9.5. LIMITATION OF OTHER DAMAGES. Notwithstanding anything contained in this Agreement to the contrary, in the event of default or breach of this Agreement by the Applicant, the District's damages for such a default shall under no circumstances exceed the amounts calculated under Section 9.4. In addition, the District's sole right of equitable relief under this Agreement shall be its right to terminate this Agreement. The Parties further agree that the limitation of damages and remedies set forth in this Section 9.5 shall be the sole and exclusive remedies available to the District, whether at law or under principles of equity.

Section 9.6. STATUTORY PENALTY FOR INADEQUATE QUALIFIED INVESTMENT. Pursuant to Section 313.0275 of the TEXAS TAX CODE, in the event that the Applicant fails to make \$30,000,000 of Qualified Investment, in whole or in part, during the Qualifying Time Period, the Applicant is liable to the State for a penalty. The amount of the penalty is the amount determined by: (i) multiplying the maintenance and operations tax rate of the school district for that tax year that the penalty is due by (ii) the amount obtained after subtracting (a) the Tax Limitation Amount identified in Section 2.4.B from (b) the Market Value of the property identified on the Appraisal District's records for the Tax Year the penalty is due. This penalty shall be paid on or before February 1 of the year following the expiration of the Qualifying Time Period and is subject to the delinquent penalty provisions of Section 33.01 of the TEXAS TAX CODE. The Comptroller may grant a waiver of this penalty in the event of Force Majeure which prevents compliance with this provision.

Section 9.7. REMEDY FOR FAILURE TO CREATE AND MAINTAIN REQUIRED NEW QUALIFYING JOBS. Pursuant to Section 313.0276 of the TEXAS TAX CODE, for any full Tax Year that commences after the project has become operational, in the event that it has been determined that the Applicant has failed to meet the job creation or retention requirements defined in Sections 9.1.C, the Applicant shall not be deemed to be in Material Breach of this Agreement until such time as the Comptroller has made a determination to rescind this Agreement under Section 313.0276 of TEXAS TAX CODE, and that determination is final.

Section 9.8. REMEDY FOR FAILURE TO CREATE AND MAINTAIN COMMITTED NEW QUALIFYING JOBS

A. In the event that the Applicant fails to create and maintain the number of New Qualifying Jobs specified in Schedule C of the Application, an event constituting a Material Breach as defined in Section 9.1.D, the Applicant and the District may elect to remedy the Material Breach through a penalty payment.

B. Following the notice and mediation periods provided by Sections 9.2 and 9.3, the District may request the Applicant to make a payment to the State in an amount equal to: (i) multiplying the maintenance and operations tax rate of the school district for that Tax Year that the Material Breach occurs by (ii) the amount obtained after subtracting (a) the Tax Limitation Amount identified in

Section 2.4.B from (b) the market value of the property identified on the Appraisal District's records for each tax year the Material Breach occurs.

C. In the event that there is no tax limitation in place for the tax year that the Material Breach occurs, the payment to the State shall be in an amount equal to: (i) multiplying the maintenance and operations tax rate of the School District for each tax year that the Material Breach occurs by (ii) the amount obtained after subtracting (a) the tax limitation amount identified in Section 2.4.B from (b) the Market Value of the property identified on the Appraisal District's records for the last Tax Year for which the Applicant received a tax limitation.

D. The penalty shall be paid no later than 30 days after the notice of breach and is subject to the delinquent penalty provisions of Section 33.01 of the TEXAS TAX CODE.

ARTICLE X.

MISCELLANEOUS PROVISIONS

Section 10.1. INFORMATION AND NOTICES.

A. Unless otherwise expressly provided in this Agreement, all notices required or permitted hereunder shall be in writing and deemed sufficiently given for all purposes hereof if (i) delivered in person, by courier (e.g., by Federal Express) or by registered or certified United States Mail to the Party to be notified, with receipt obtained, or (ii) sent by facsimile or email transmission, with notice of receipt obtained, in each case to the appropriate address or number as set forth below. Each notice shall be deemed effective on receipt by the addressee as aforesaid; provided that, notice received by facsimile or email transmission after 5:00 p.m. at the location of the addressee of such notice shall be deemed received on the first business day following the date of such electronic receipt.

B. Notices to the District shall be addressed to the District's Authorized Representative as follows:

Danny Massey
Superintendent
Brazosport Independent School District
P O Drawer Z
Freeport, TX 77531
Phone: (979) 730-7000
Facsimile: (979) 266-2409
Email: d.massey@brazosportisd.net

C. Notices to the Applicant shall be addressed to its Authorized Representative as follows:

Anne-Marie Suire
Director of Tax
Freeport LNG Development,
L.P. 333 Clay St. Suite 5050
Houston, TX 77002
Phone: (713)634-3521 Facsimile:
(713)980-2903

Email: ASuire@freeportlng.com

or at such other address or to such other facsimile transmission number and to the attention of such other person as a Party may designate by written notice to the other.

Section 10.2. AMENDMENTS TO APPLICATION AND AGREEMENT; WAIVERS.

A. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by all of the Parties and after completing the requirements of Section 10.2.B. Waiver of any term, condition, or provision of this Agreement by any Party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of, or failure to comply with, the same term, condition, or provision, or a waiver of any other term, condition, or provision of this Agreement.

B. By official action of the District's Board of Trustees, the Application and this Agreement may only be amended according to the following:

i. The Applicant shall submit to the District and the Comptroller:

a. a written request to amend the Application and this Agreement, which shall specify the changes the Applicant requests;

b. any changes to the information that was provided in the Application that was approved by the District and considered by the Comptroller;

c. and any additional information requested by the District or the Comptroller necessary to evaluate the amendment or modification;

ii. The Comptroller shall review the request and any additional information for compliance with the Act and the Comptroller's Rules and provide a revised Comptroller certificate for a limitation within 90 days of receiving the revised Application and, if the request to amend the Application has not been approved by the Comptroller by the end of the 90-day period, the request is denied; and

iii. If the Comptroller has not denied the request, the District's Board of Trustees shall approve or disapprove the request before the expiration of 150 days after the request is filed.

C. Any amendment of the Application and this Agreement adding additional or replacement Qualified Property pursuant to this Section 10.2 of this Agreement shall:

i. require that all property added by amendment be eligible property as defined by Section 313.024 of the TEXAS TAX CODE;

ii. clearly identify the property, investment, and employment information added by amendment from the property, investment, and employment information in the original Agreement; and

D. The Application and this Agreement may not be amended to extend the value limitation time period beyond its ten-year statutory term.

E. The Comptroller determination made under Section 313.026(c)(2) of the TEXAS TAX CODE in the original certificate for a limitation satisfies the requirement of the Comptroller to make the same determination for any amendment of the Application and this Agreement, provided that the facts upon which the original determination was made have not changed.

F. The Applicant shall amend the Application and this Agreement to identify the changes in the information that was provided in the Application and was approved by the District and as considered by the Comptroller no earlier than 180 days and no later than 90 days prior to the start

of the Qualifying Time Period as identified in Section 2.3.C.i of this Agreement.

i. The Applicant shall comply with written requests from the District or the Comptroller to provide additional information necessary to prepare a Comptroller certificate for a limitation for the conditions prior to the start of the Qualifying Time Period; and

ii. If the Comptroller provides its certificate for a limitation with conditions different from the existing agreement, the District shall hold a meeting and determine whether to amend this Agreement to include the conditions required by the Comptroller or terminate this Agreement; or

iii. If the Comptroller withdraws its certificate for a limitation based on the revised Application, the District shall terminate this Agreement

Section 10.3. ASSIGNMENT.

A. Any assignment of any rights, benefits, obligations, or interests of the Parties in this Agreement, other than a collateral assignment purely for the benefit of creditors of the project, is considered an amendment to the Agreement and such Party may only assign such rights, benefits, obligations, or interests of this Agreement after complying with the provisions of Section 10.2 regarding amendments to the Agreement. Other than a collateral assignment to a creditor, this Agreement may only be assigned to an entity that is eligible to apply for and execute an agreement for limitation on appraised value pursuant to the provisions of Chapter 313 of the TEXAS TAX CODE and the Comptroller's Rules.

B. In the event of a merger or consolidation of the District with another school district or other governmental authority, this Agreement shall be binding on the successor school district or other governmental authority.

C. In the event of an assignment to a creditor, the Applicant must notify the District and the Comptroller in writing no later than 30 days after the assignment. This Agreement shall be binding on the assignee.

Section 10.4. MERGER. This Agreement contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence, and preliminary understandings between the Parties and others relating hereto are superseded by this Agreement.

Section 10.5. Governing Law. This Agreement and the transactions contemplated hereby shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to principles thereof relating to conflicts of law or rules that would direct the application of the laws of another jurisdiction. Venue in any legal proceeding shall be in a state district court in Brazoria County.

Section 10.6. AUTHORITY TO EXECUTE AGREEMENT. Each of the Parties represents and warrants that its undersigned representative has been expressly authorized to execute this Agreement for and on behalf of such Party.

Section 10.7. SEVERABILITY. If any term, provision or condition of this Agreement, or any application thereof, is held invalid, illegal, or unenforceable in any respect under any Law (as

hereinafter defined), this Agreement shall be reformed to the extent necessary to conform, in each case consistent with the intention of the Parties, to such Law, and to the extent such term, provision, or condition cannot be so reformed, then such term, provision, or condition (or such invalid, illegal or unenforceable application thereof) shall be deemed deleted from (or prohibited under) this Agreement, as the case may be, and the validity, legality, and enforceability of the remaining terms, provisions, and conditions contained herein (and any other application such term, provision, or condition) shall not in any way be affected or impaired thereby. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement in an acceptable manner so as to effect the original intent of the Parties as closely as possible so that the transactions contemplated hereby are fulfilled to the extent possible. As used in this Section 10.7, the term "Law" shall mean any applicable statute, law (including common law), ordinance, regulation, rule, ruling, order, writ, injunction, decree, or other official act of or by any federal, state or local government, governmental department, commission, board, bureau, agency, regulatory authority, instrumentality, or judicial or administrative body having jurisdiction over the matter or matters in question.

Section 10.8. PAYMENT OF EXPENSES. Except as otherwise expressly provided in this Agreement, or as covered by the application fee, each of the Parties shall pay its own costs and expenses relating to this Agreement, including, but not limited to, its costs and expenses of the negotiations leading up to this Agreement, and of its performance and compliance with this Agreement.

Section 10.9. INTERPRETATION.

A. When a reference is made in this Agreement to a Section, Article, or Exhibit, such reference shall be to a Section or Article of, or Exhibit to, this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

B. The words "include," "includes," and "including" when used in this Agreement shall be deemed in such case to be followed by the phrase, "but not limited to". Words used in this Agreement, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context shall require.

C. The provisions of the Act and the Comptroller's Rules are incorporated by reference as if fully set forth in this Agreement. In the event of a conflict, the conflict will be resolved by reference to the following order of precedence:

- i. The Act;
- ii. The Comptroller's Rules as they exist at the time the Agreement is executed, except as allowed in the definition of Qualified Property in Section 1.1; and
- iii. This Agreement and its Attachments including the Application as incorporated by reference.

Section 10.10. EXECUTION OF COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

Section 10.11. PUBLICATION OF DOCUMENTS. The Parties acknowledge that the District is required to publish the Application and its required schedules, or any amendment thereto; all economic analyses of the proposed project submitted to the District; and the approved and executed copy of this Agreement or any amendment thereto, as follows:

- A. Within seven (7) days of receipt of such document, the District shall submit a copy to the Comptroller for publication on the Comptroller's Internet website;
- B. The District shall provide on its website a link to the location of those documents posted on the Comptroller's website;
- C. This Section does not require the publication of information that is confidential under Section 313.028 of the TEXAS TAX CODE.

Section 10.12. CONTROL; OWNERSHIP; LEGAL PROCEEDINGS. The Applicant shall immediately notify the District in writing of any actual or anticipated change in the control or ownership of the Applicant and of any legal or administrative investigations or proceedings initiated against the Applicant related to the project regardless of the jurisdiction from which such proceedings originate.

Section 10.13. DUTY TO DISCLOSE. If circumstances change or additional information is obtained regarding any of the representations and warranties made by the Applicant in the Application or this Agreement, or any other disclosure requirements, subsequent to the date of this Agreement, the Applicant's duty to disclose continues throughout the term of this Agreement.

Section 10.14. CONFLICTS OF INTEREST.

A. The District represents that, after diligent inquiry, each local public official or local government officer, as those terms are defined in Chapters 171 and 176 of the TEXAS LOCAL GOVERNMENT CODE, has disclosed any conflicts of interest in obtaining or performing this Agreement and related activities, appropriately recused from any decisions relating to this Agreement when a disclosure has been made, and the performance of this Agreement will not create any appearance of impropriety. The District represents that it, the District's local public officials or local government officer, as those terms are defined in Chapters 171 and 176 of the TEXAS LOCAL GOVERNMENT CODE, have not given, nor intend to give, at any time hereafter, any future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant, employee, or representative of the other Party or the State of Texas in connection with this Agreement.

B. The Applicant represents that, after diligent inquiry, each of its agents, as defined in Chapter 176 of the TEXAS LOCAL GOVERNMENT CODE, involved in the representation of the Applicant with the District has complied with the provisions of Chapter 176 of the TEXAS LOCAL GOVERNMENT CODE. The Applicant represents that it and its agents, as defined in Chapter 176 of the TEXAS LOCAL GOVERNMENT CODE, have not given, nor intend to give, at any time hereafter, any future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant, employee, or representative of the other Party or the State of Texas in connection with this Agreement.

C. The District and the Applicant each separately agree to notify the other Party and the Comptroller immediately upon learning of any conflicts of interest.

Section 10.15. PROVISIONS SURVIVING EXPIRATION OR TERMINATION. Notwithstanding the expiration or termination (by agreement, breach, or operation of time) of this Agreement, the

provisions of this Agreement regarding payments (including liquidated damages and tax payments), reports, records, and dispute resolution of the Agreement shall survive the termination or expiration dates of this Agreement until the following occurs:

- A. all payments, including liquidated damage and tax payments, have been made;
- B. all reports have been submitted;
- C. all records have been maintained in accordance with Section 8.6.A; and
- D. all disputes in controversy have been resolved.

Section 10.16. FACSIMILE OR ELECTRONIC DELIVERY.

A. This Agreement may be duly executed and delivered in person, by mail, or by facsimile or other electronic format (including portable document format (pdf) transmitted by e-mail). The executing Party must promptly deliver a complete, executed original or counterpart of this Agreement to the other executing Parties. This Agreement shall be binding on and enforceable against the executing Party whether or not it delivers such original or counterpart.

B. Delivery is deemed complete as follows:

- i. When delivered if delivered personally or sent by express courier service;
- ii. Three (3) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested;
- iii. When transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine; or
- iv. When the recipient, by an e-mail sent to the e-mail address for the executing Parties acknowledges having received that e-mail (an automatic "read receipt" does not constitute acknowledgment of an e-mail for delivery purposes).

IN WITNESS WHEREOF, this Agreement has been executed by the Parties in multiple originals on this 25th day of October, 2016.

**FREEPORT LNG DEVELOPMENT,
L.P.**

By: Sig C :
SIG CORNELIUS,
PRESIDENT

**BRAZOSPORT INDEPENDENT SCHOOL
DISTRICT**

By: Mason P. Howard
MASON HOWARD
PRESIDENT, BOARD OF TRUSTEES

ATTEST:

By: George R. Sullivan
GEORGE R. SULLIVAN
SECRETARY, BOARD OF TRUSTEES

**FREEPORT LNG DEVELOPMENT,
L.P.**

By: Sig C
SIG CORNELIUS, PRESIDENT

**FLNG LIQUEFACTION 4,
LLC.**

By: Sig C
SIG CORNELIUS, PRESIDENT
Authorized Signatory

ANGLER PIPELINE, LLC

By: Sig C
SIG CORNELIUS, PRESIDENT
Authorized Signatory

EXHIBIT 1

DESCRIPTION AND LOCATION OF ENTERPRISE OR REINVESTMENT ZONE

At the time of the Application Approval Date, pursuant to Chapter 312 of the Texas Tax Code, the Brazoria County Commissioner's Court had created Freeport LNG Development, L.P. Reinvestment Zone No. 2 and No. 3. A map of this Reinvestment Zone Number One is attached in this **EXHIBIT 1** following the legal description of the zone. All of the Applicant's Qualified Property and Applicant's Qualified Investment will be located within the boundaries of Freeport LNG Development, L.P. Reinvestment Zone No 2 and 3.

FREEPORT LNG DEVELOPMENT L.P.
REINVESTMENT ZONE #2

LEGAL DESCRIPTION
FLNG Land, Inc.

August 13, 2008

TRACT I

Field notes for a 211.70 acre tract of land out of the Stephen F. Austin 1/3 League, Abstract No. 28, Brazoria County, Texas. Said 211.70 acre tract being recorded in Memorandum of Lease agreements between Brazos River Harbor Navigation District of Brazoria County, Texas and FLNG Land, Inc. Said 211.70 acre tract of land being described in the following recorded documents:

Memorandum of Lease between Brazos River Harbor Navigation District of Brazoria County, Texas and FLNG Land, Inc. dated June 30, 2004 Document No. 2004038630 of the Official Records of Brazoria County, Texas

Memorandum of Lease between Brazos River Harbor Navigation District of Brazoria County, Texas and FLNG Land, Inc. dated June 30, 2004 Document No. 2004038631 of the Official Records of Brazoria County, Texas

Memorandum of Lease between Brazos River Harbor Navigation District of Brazoria County, Texas and FLNG Land, Inc. dated June 30, 2004 Document No. 2004038632 of the Official Records of Brazoria County, Texas

Said 211.70 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod found on the northwest right of way line of County Road 723 (80-feet wide) for the east corner of a called 212.913 acre tract of land described by Deed to Brazos River Harbor Navigation District of Brazoria County, Texas, filed for record March 28, 1968 in Volume 1340, Page 97 of the Deed Records of Brazoria County, Texas. Said iron rod being a corner of said 211.70 acre lease tract as described in the aforesaid Memorandum of Lease agreements.

1. **THENCE**, with the northwest right of way line of County Road 723, same being the Lease Line of said 211.70 acre tract as described in the aforesaid Memorandum of Lease agreements, S $56^{\circ}10'39''$ W, a distance of 846.86 feet to an 5/8-inch iron rod with cap stamped "John Mercer" found for the most southerly corner of the herein described tract of land.
2. **THENCE**, continuing with said Lease Line, N $33^{\circ}49'26''$ W, at 1524.01 feet pass a 5/8-inch iron rod with cap stamped "Mustang, LP" set for a witness corner, in all, a total distance of 1574.01 feet to a point on the shoreline of the Gulf Intra-Coastal Waterway for the west corner of the herein described tract.
3. **THENCE**, continuing with said Lease Line, same being the shoreline of the Gulf Intra-Coastal Waterway the following forty courses:

4. N 60°21'17" E, a distance of 40.34 feet;
 5. N 56°28'13" E, a distance of 104.62 feet;
 6. N 53°02'48" E, a distance of 111.40 feet;
 7. N 58°30'57" E, a distance of 131.95 feet;
 8. N 58°44'21" E, a distance of 47.64 feet;
 9. N 53°13'06" E, a distance of 72.39 feet;
 10. N 72°38'26 E, a distance of 41.83 feet;
 11. N 56°50'17" E, a distance of 53.99 feet;
 12. N 75°24'57" E, a distance of 51.04 feet;
 13. N 89°44'23" E, a distance of 34.81 feet;
 14. N 59°46'16" E, a distance of 51.51 feet;
 15. N 57°01'39" E, a distance of 86.74 feet;
 16. N 37°16'17" E, a distance of 36.25 feet;
 17. N 09°04'44" W, a distance of 13.59 feet;
 18. N 45°16'11" E, a distance of 45.79 feet;
 19. N 23°22'10" E, a distance of 83.45 feet;
 20. N 43°14'27" E, a distance of 74.16 feet;
 21. N 53°45'19" E, a distance of 99.60 feet;
 22. N 46°05'26" E, a distance of 130.76 feet;
 23. N 68°39'08" E, a distance of 115.00 feet;
 24. N 50°16'32" E, a distance of 33.15 feet;
 25. N 28°49'35" E, a distance of 78.53 feet;
 26. N 08°52'35" E, a distance of 80.20 feet;
 27. N 51°21'41" W, a distance of 32.85 feet;
 28. N 12°42'49" E, a distance of 52.75 feet;
 29. S 79°44'15" E, a distance of 19.16 feet;
 30. N 20°24'23" E, a distance of 91.06 feet;
 31. N 66°52'32" E, a distance of 51.57 feet;
 32. N 50°32'09" E, a distance of 60.22 feet;
 33. N 11°45'16" E, a distance of 37.06 feet;
 34. N 53°06'17" E, a distance of 209.90 feet;
 35. N 47°49'19" E, a distance of 162.10 feet;
 36. N 31°25'57" E, a distance of 166.42 feet;
 37. N 45°26'22" E, a distance of 143.82 feet;
 38. N 32°19'38" E, a distance of 99.32 feet;
 39. N 14°57'00" E, a distance of 137.40 feet;
 40. N 43°22'58" E, a distance of 150.42 feet;
 41. N 40°25'48" E, a distance of 138.98 feet;
 42. N 46°58'21" E, a distance of 322.68 feet;
 43. N 61°02'09" E, a distance of 69.38 feet;
44. **THENCE**, continuing with said Lease Line, S 44°54'24" E, at a distance of 50.00 feet pass a 5/8-inch iron rod with cap stamped "Mustang, LP" set for a witness corner, in all, a total distance of 1410.02 feet to an iron rod with cap stamped "Mustang, LP" set.

45. THENCE, continuing with said Lease Line, N 45°05'50" E, at a distance of 1509.49 feet pass a 5/8-inch iron rod with cap stamped "RPLS 3808" found at the south corner of a called 3.45 acre tract of land described in a document titled "First Amendment to Ground Lease and Development Agreement" filed for record February 15, 2007 in Document No. 2007009294 of the Official Records of Brazoria County, Texas, in all, a distance of 1812.99 feet to a 1/2-inch iron rod found at the west corner of said 3.45 acre tract.
46. THENCE, continuing with said Lease Line, same being the northeasterly line of said 3.45 acre tract, N 44°54'32" W, at a distance of 495.00 feet pass a 5/8-inch iron rod with cap stamped "RPLS 3808" found at the north corner said 3.45 acre tract, in all, a distance of 1411.38 feet to a 5/8-inch iron rod with cap stamped "Mustang, LP" set.
47. THENCE, continuing with said Lease Line, N 45°06'26" E, a distance of 1089.40 feet to a 5/8-inch iron rod with cap stamped "Mustang, LP" set.
48. THENCE, continuing with said Lease Line, N 44°48'15" W, at a distance of 76.94 feet pass a 5/8-inch iron rod with cap stamped "Mustang, LP" set for a witness corner, in all a distance of 106.94 feet to a point on the shoreline of the Gulf Intra-Coastal Waterway.
49. THENCE, continuing with said Lease Line the following seventeen (17) courses:
 50. N 66°09'00" E, a distance of 213.74 feet;
 51. N 72°57'30" E, a distance of 161.08 feet;
 52. N 80°21'59" E, a distance of 70.35 feet;
 53. S 86°59'20" E, a distance of 347.90 feet;
 54. N 74°42'06" E, a distance of 19.72 feet;
 55. S 86°00'04" E, a distance of 250.47 feet;
 56. S 69°42'34" E, a distance of 101.72 feet;
 57. S 18°50'12" W, a distance of 674.46 feet;
 58. S 44°53'19" E, a distance of 169.08 feet;
 59. N 45°03'20" E, a distance of 180.17 feet;
 60. S 44°54'24" E, a distance of 111.11 feet;
 61. N 45°05'46" E, a distance of 325.67 feet;
 62. S 44°56'11" E, a distance of 172.17 feet;
 63. N 45°05'50" E, a distance of 187.35 feet;
 64. S 68°35'00" E, a distance of 87.92 feet;
 65. S 37°00'10" E, a distance of 52.09 feet;
 66. S 40°44'21" E, a distance of 90.43 feet to a point on the northwesterly right of way line of Holly Street as recorded on the plat of Quintana Townsite recorded in Volume 2, Page 139 of the Plat Records of Brazoria County, Texas.

67. THENCE, continuing with said Lease Line, same being the northwest right of way line of said Holly Street, S 45°05'50" W, at a distance of 400.00 feet pass a 5/8-inch iron rod with cap stamped "Mustang, LP" set for a witness corner, in all, a total distance of 3,930.43 feet to a 5/8-inch iron rod with cap found on the southwesterly right of way line of Eleventh Street as recorded on the plat of said Quintana Townsite.
68. THENCE, continuing with said Lease Line, same being the southwesterly right of way line of said Eleventh Street, S 44°53'33" E, a distance of 283.30 feet to a 5/8-inch iron rod with cap found, said iron rod being on the northwesterly right of way line of Lamar Street as recorded on the plat of said Quintana Townsite.
69. THENCE, continuing with said Lease Line, same being the northwesterly right of way line of Lamar Street, S 45°05'50" W, a distance of 1,971.45 feet to a 5/8-inch iron rod with cap stamped "Mustang, LP" set.
70. THENCE, leaving said right of way line and continuing with said Lease Line, N 44°54'21" W, a distance of 22.02 feet to a 5/8-inch iron rod with cap stamped "Mustang, LP" set on the northwesterly right of way line of aforesaid County Road 723.
71. THENCE, continuing with said Lease Line and with said northwesterly right of way line, S 56°10'39" W, a distance of 837.55 feet to the **POINT OF BEGINNING** and containing 211.70 acres of land, more or less.

TRACT II

Field notes for a 3.45 acre tract of land out of the Stephen F. Austin 1/3 League, Abstract No. 28, Brazoria County, Texas. Said 3.45 acre tract being that same 3.45 acre tract of land described in a document titled "Fourth Amendment to Ground Lease and Development Agreement" filed for record February 15, 2007 in Document No. 2007009295 of the Official Records of Brazoria County, Texas. Said 3.45 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING for reference at a 5/8-inch iron rod found at the intersection of the northwesterly right of way line of Lamar Street and the southwesterly right of way line of Eleventh Street as recorded on the plat of Quintana Townsite in Volume 2, Page 139 of the Plat Records of Brazoria County, Texas.

THENCE, N 30°44'12" E, a distance of 1934.54 feet to a $\frac{1}{2}$ -inch iron rod found for the **POINT OF BEGINNING**, said iron rod being the East corner of said 3.45 acre tract.

THENCE, with the southeasterly line of said 3.45 acre tract, S 45°05'50" W, a distance of 303.50 feet to a 5/8-inch iron rod with cap stamped "RPLS 3808" found for the south corner of said 3.45 acre tract.

THENCE, with the southwesterly line of said 3.45 acre tract, N 44°54'32" W, a distance of 495.00 feet to a 5/8-inch iron rod with cap stamped "Mustang, LP" set for the west corner of said 3.45 acre tract.

THENCE, with the northwesterly line of said 3.45 acre tract, N 45°05'50" E, a distance of 303.50 feet to a 5/8-inch iron rod with cap stamped "RPLS 3808" found for the north corner of said 3.45 acre tract.

THENCE, with the northeasterly line of said 3.45 acre tract, S 44°54'32" E, a distance of 495.00 feet the **POINT OF BEGINNING** and containing 3.45 acres of land more or less.

TRACT III

The following described lots are recorded in the name of FLNG Land, Inc. All listed lots are recorded on the plat of Quintana Townsite in Volume 2, Page 139 of the Plat Records of Brazoria County, Texas:

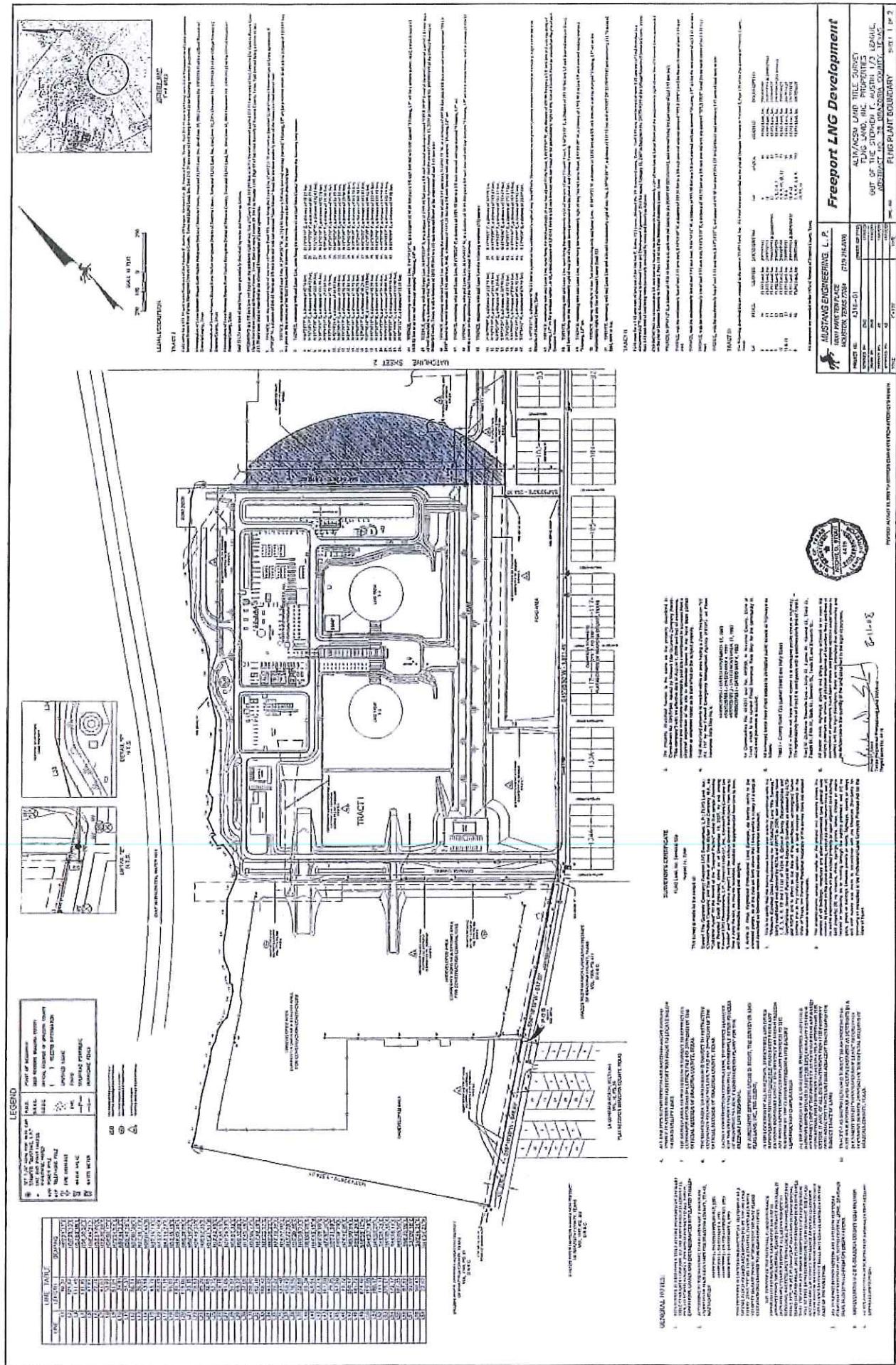
Lot	BLOCK	GRANTEE	DOCUMENT NO.
8	10	FLNG Land, Inc.	2005015941
6	23	FLNG Land, Inc.	2008010715
8	23	FLNG Land, Inc.	2006039985 & 2006039986
9	23	FLNG Land, Inc.	2006024928
10	23	FLNG Land, Inc.	2006008268
11 & 12	23	FLNG Land, Inc.	2006008273
7	46	FLNG Land, Inc.	2006073414 & 2007056630
8	46	FLNG Land, Inc.	2006073646
9	46	FLNG Land, Inc.	2006070380
12	46	FLNG Land, Inc.	2008029563 & 2008029564
11	10	FLNG Land, Inc.	2007056629
1, 2, 3, 4, 7	23	FLNG Land, Inc.	2007056629 (1/3 interest)
7, 8, 9, 10, 11, 12	53	FLNG Land, Inc.	2007056629
3 & 4	70	FLNG Land, Inc.	2007056629
11 & 12	76	FLNG Land, Inc.	2007047138
3, 4, 5, 6, 7, 8, 9, 10, 11, 12	103	FLNG Land, Inc	2007056629

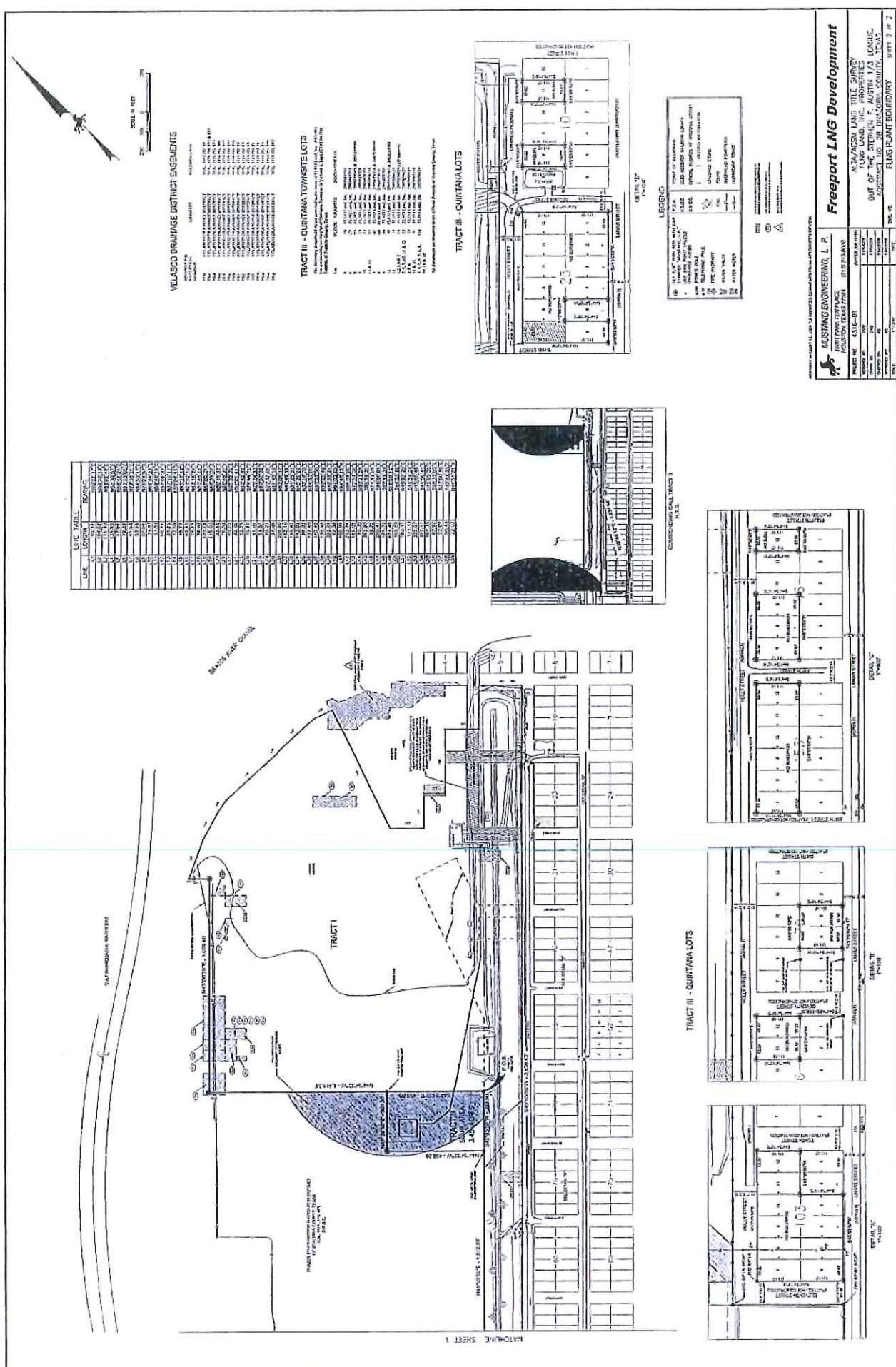
All documents are recorded in the Official Records of Brazoria County, Texas.

This Field Note description is based on an ALTA/ACSM Land Title Survey of even date made by Archie D. Stout, Registered Professional Land Surveyor, Texas Registration No. 4416.

Archie D. Stout
8-13-08

ADRIAN D. STOUT
4416
REGISTERED PROFESSIONAL LAND SURVEYOR





FREEPORT LNG DEVELOPMENT, L.P.
REINVESTMENT ZONE No. 3
LEGAL DESCRIPTIONS



Doyle & Wachtstetter, Inc.
Surveying and Mapping • GPS/GIS

170.051 ACRES

S. F. AUSTIN 1/3 LEAGUE, ABSTRACT 28

J. G. McNEEL SURVEY, ABSTRACT 335

BRAZORIA COUNTY, TEXAS

PAGE 1 OF 4

ALL THAT CERTAIN 170.051 ACRES of land out of a called 212.913 acre tract conveyed to Brazos River Harbor Navigation District of Brazoria County, Texas in Volume 1340, Page 97 of the Brazoria County Deed Records and situated in the Stephen F. Austin 1/3 League, Abstract 28 and J. G. McNeil Survey, Abstract 335, Brazoria County, Texas, and more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone (NAD 83) in which the directions are Lambert grid bearings and the distances are horizontal surface level lengths as follows;

BEGINNING at a found 5/8" iron rod in the Northwest right-of-way line of County Road 723 at position X=3145059.84 and Y=13538911.35, same being the South corner of a called 211.70 acre tract recorded in memorandum of lease agreements between Brazos River Harbor Navigation District and FLNG Land, Inc. in County Clerk's Files 04-038630 through 04-038632 of the Brazoria County Official Records from which a found 5/8" iron rod marking the East corner of the aforementioned 212.913 acre tract bears North 56°10'39" East, a distance of 846.90 feet;

THENCE South 56°08'54" West, coincident with the Northwest right-of-way line of County Road 723, same being the Southeast line of the said 212.913 acre tract, a distance of 4438.83 feet to a found 3/4" iron rod for corner making the East corner of Bryan Beach Subdivision, Section VII, recorded in Volume 10, Page 39 of the Brazoria County Plat Records;

THENCE North 30°05'06" West, coincident with the Southwest line of the said 212.913 acre tract, same being the Northeast line of Bryan Beach Subdivision, Section VII, at 1800.00 feet pass a set 5/8" iron rod and continue to a total distance of 1835.27 feet a point for corner in the top bank of the Intracoastal Waterway;

THENCE along the top bank of the Intracoastal Waterway with the following meanders:

North 61°22'06" East, a distance of 197.22 feet;
North 58°27'34" East, a distance of 95.63 feet;
North 46°09'19" East, a distance of 36.36 feet;
North 71°40'52" East, a distance of 68.21 feet;
North 67°21'32" East, a distance of 92.86 feet;
North 59°05'34" East, a distance of 140.48 feet;
North 10°20'20" East, a distance of 10.93 feet;
North 46°33'45" East, a distance of 109.69 feet;
North 18°44'56" East, a distance of 13.87 feet;
North 63°12'00" East, a distance of 60.27 feet;
North 81°16'59" East, a distance of 61.39 feet;
North 54°47'25" East, a distance of 68.14 feet;
North 88°00'07" East, a distance of 51.07 feet;

170.051 ACRES
S. F. AUSTIN 1/3 LEAGUE, ABSTRACT 28
J. G. McNEEL SURVEY, ABSTRACT 335
BRAZORIA COUNTY, TEXAS
PAGE 2 OF 4

South 71°19'00" East, a distance of 17.14 feet;
North 59°05'31" East, a distance of 63.20 feet;
North 7°49'01" East, a distance of 30.63 feet;
North 62°48'25" East, a distance of 53.26 feet;
North 48°58'11" East, a distance of 42.17 feet;
North 79°44'30" East, a distance of 9.29 feet;
North 19°09'07" East, a distance of 11.25 feet;
North 64°19'17" East, a distance of 55.21 feet;
North 26°45'22" East, a distance of 14.30 feet;
North 55°50'14" East, a distance of 40.42 feet;
South 89°40'30" East, a distance of 15.79 feet;
North 65°20'37" East, a distance of 76.63 feet;
North 60°02'20" East, a distance of 46.05 feet;
North 56°19'13" East, a distance of 72.04 feet;
North 54°32'40" East, a distance of 106.26 feet;
North 71°56'46" East, a distance of 27.23 feet;
North 54°26'38" East, a distance of 24.64 feet;
North 64°00'33" East, a distance of 101.20 feet;
North 53°01'15" East, a distance of 28.67 feet;
North 74°33'35" East, a distance of 38.49 feet
North 57°36'43" East, a distance of 43.38 feet;
North 52°31'17" East, a distance of 64.92 feet;
North 56°16'47" East, a distance of 70.62 feet;
North 55°35'21" East, a distance of 89.52 feet;
North 54°20'52" East, a distance of 50.73 feet;
North 60°50'46" East, a distance of 57.92 feet;
North 63°05'13" East, a distance of 20.92 feet;
North 64°13'06" East, a distance of 19.19 feet
North 82°31'53" East, a distance of 15.90 feet;
North 63°30'32" East, a distance of 26.36 feet;
North 73°51'09" East, a distance of 30.22 feet;
North 88°03'47" East, a distance of 51.52 feet;
North 43°35'05" East, a distance of 22.85 feet;
South 68°05'38" East, a distance of 27.24 feet;
North 74°51'17" East, a distance of 41.64 feet;
North 49°53'12" East, a distance of 31.78 feet;
North 60°38'27" East, a distance of 34.83 feet;
North 17°11'45" East, a distance of 21.50 feet;
North 58°27'10" East, a distance of 68.51 feet;
North 44°07'35" East, a distance of 18.61 feet;
North 72°26'27" East, a distance of 14.21 feet;
North 27°37'40" East, a distance of 14.48 feet;

170.051 ACRES
S. F. AUSTIN 1/3 LEAGUE, ABSTRACT 28
J. G. McNEEL SURVEY, ABSTRACT 335
BRAZORIA COUNTY, TEXAS
PAGE 3 OF 4

North 3°51'52" West, a distance of 13.92 feet;
North 53°41'25" East, a distance of 33.88 feet;
North 87°45'31" East, a distance of 9.22 feet;
North 51°15'42" East, a distance of 37.01 feet;
North 41°40'24" East, a distance of 45.34 feet;
North 81°26'04" East, a distance of 16.71 feet;
North 58°07'06" East, a distance of 99.40 feet;
North 15°15'50" East, a distance of 24.19 feet;
North 60°18'11" East, a distance of 16.91 feet;
North 29°16'26" East, a distance of 19.20 feet;
North 74°49'14" East, a distance of 39.54 feet;
North 87°27'08" East, a distance of 31.18 feet;
North 70°54'00" East, a distance of 48.18 feet;
North 56°50'00" East, a distance of 35.21 feet;
North 43°44'23" East, a distance of 46.71 feet;
North 11°58'41" East, a distance of 42.00 feet;
North 48°57'09" East, a distance of 14.26 feet;
North 64°34'34" East, a distance of 35.24 feet;
North 52°10'00" East, a distance of 36.70 feet;
North 32°21'20" East, a distance of 17.97 feet;
North 80°53'08" East, a distance of 18.50 feet;
North 59°56'28" East, a distance of 14.21 feet;
North 31°11'55" East, a distance of 27.05 feet;
North 85°59'17" East, a distance of 19.32 feet;
South 24°16'08" East, a distance of 37.66 feet;
North 84°04'07" East, a distance of 33.71 feet;
North 11°02'44" East, a distance of 12.74 feet;
North 52°05'44" East, a distance of 16.14 feet;
South 71°17'41" East, a distance of 11.47 feet;
North 67°49'48" East, a distance of 23.16 feet;
North 3°03'41" West, a distance of 9.52 feet;
North 40°30'22" East, a distance of 9.29 feet;
South 54°52'05" East, a distance of 12.58 feet;
South 34°57'02" East, a distance of 32.24 feet;
North 63°16'20" East, a distance of 22.86 feet;
South 77°45'24" East, a distance of 12.96 feet;
North 58°03'56" East, a distance of 35.11 feet;
North 7°00'50" West, a distance of 28.40 feet;
North 45°16'14" East, a distance of 55.58 feet;
North 48°16'37" East, a distance of 86.12 feet;
North 61°13'49" East, a distance of 74.25 feet;
North 47°56'51" East, a distance of 25.19 feet;

170.051 ACRES
S. F. AUSTIN 1/3 LEAGUE, ABSTRACT 28
J. G. McNEEL SURVEY, ABSTRACT 335
BRAZORIA COUNTY, TEXAS
PAGE 4 OF 4

North 68°08'51" East, a distance of 46.83 feet;
South 78°39'04" East, a distance of 24.76 feet;
North 63°31'31" East, a distance of 35.59 feet;
North 56°08'18" East, a distance of 96.73 feet;
North 76°54'41" East, a distance of 22.82 feet;
North 36°31'44" East, a distance of 32.74 feet;
South 69°33'24" East, a distance of 10.56 feet;
North 73°06'47" East, a distance of 53.02 feet;
North 45°08'53" East, a distance of 18.62 feet;
North 86°21'54" East, a distance of 45.91 feet;
North 65°08'11" East, a distance of 31.80 feet;
North 88°09'59" East, a distance of 16.58 feet;
North 57°18'14" East, a distance of 31.72 feet;
North 39°41'15" East, a distance of 54.13 feet;
North 66°11'34" East, a distance of 47.91 feet;
and North 77°57'52" East, a distance of 52.10 feet;

THENCE South 33°49'26" East, coincident with the Southwest line of the aforementioned FLNG Land, Inc. 211.70 acre lease tract, at 84.09 feet pass a set 5/8" iron rod and continue to a total distance of 1514.09 to the **POINT OF BEGINNING**, containing 170.051 acres of land, more or less.

Charles D. Wachtstetter
Registered Professional Land Surveyor
Texas Registration Number 4547
August 23, 2011

This description is based on a survey, a plat of which, dated August 23, 2011 is on file in the office of Doyle & Wachtstetter, Inc.

LEGAL DESCRIPTION

Tract D - 3

47.45 Acres

STATE OF TEXAS §

COUNTY OF BRAZORIA §

Being 47.45 acres of land out of the Stephen F. Austin Survey, Abstract No. 28, Brazoria County, Texas and being a portion of the Quintana Townsite as recorded in Volume 2, Page 139 of the Plat Records of Brazoria County, Texas and a portion of that certain tract of land described in that Final Judgment between Brazos River Harbor Navigation District and Teresa Lewis Learned, et al, filed for record in Volume 1679, Page 485 of the Deed Records of Brazoria County, Texas, said 47.45 acres includes a portion of that certain 48.4333 acre tract of land described by Agreement for the Assignment of Ground Lease and Related Assets between Monsanto and FOC, Inc., filed for record May 31, 1994 under Clerk's File No. 94 020517 in the Official Records of Brazoria County, Texas and said 47.45 acre tract being more completely described by metes and bounds as follows:

BEGINNING at the most easterly south corner of said 48.4333 acre tract, being the east corner of that certain 14.3011 acre tract of land described by First Amendment to Ground Lease and Definitive Agreement Regarding Port Facilities between Brazos River Harbor Navigation District of Brazoria County, Texas and ExxonMobil Pipeline Company, filed for record June 27, 2000 under Clerk's File No. 00 026963 in the Official Records of Brazoria County, Texas.

THENCE along the most easterly southeast line of said 48.4333 acre tract, N 45°05'50" E, a distance of 770.10 feet to a 5/8" iron rod with cap stamped "John D. Mercer, RPLS #1924" found for the most southerly east corner of said 48.4333 acre tract.

THENCE N 44°54'31" W, a distance of 1,411.38 feet to a 5/8" iron rod with cap stamped "John D. Mercer, RPLS #1924" found on the most easterly northwest line of said 48.4333 acre tract.

THENCE along said northwest line, N 45°06'26" E, a distance of 1,089.40 feet to a 5/8" iron rod with cap stamped "John D. Mercer, RPLS #1924" found for an interior ell corner of said 48.4333 acre tract.

THENCE N 44°48'15" W, a distance of 76.53 feet to a 5/8" iron rod with cap stamped "John D. Mercer, RPLS #1924" found on the southeast bank of the Gulf Intra-Coastal Waterway for the most northerly corner of the herein described tract.

THENCE along the southeast bank of the Gulf Intra-Coastal Waterway as follows:

- S 63°18'57" W, a distance of 88.25 feet;
- S 58°10'24" W, a distance of 108.84 feet;
- S 48°55'13" W, a distance of 94.98 feet;
- S 48°34'12" W, a distance of 87.65 feet;
- S 37°39'56" W, a distance of 40.02 feet;
- S 64°41'08" W, a distance of 103.68 feet;
- S 52°41'13" W, a distance of 116.67 feet;
- S 77°42'22" W, a distance of 73.40 feet;
- S 46°05'49" W, a distance of 100.87 feet;
- S 54°10'02" W, a distance of 37.38 feet;

COPY

Tract D - 3
47.45 Acres

S 05°46'27" W, a distance of 39.72 feet;
S 41°03'09" W, a distance of 52.39 feet;
S 32°48'20" W, a distance of 147.20 feet;
S 57°15'40" W, a distance of 104.15 feet;
N 69°11'48" W, a distance of 105.98 feet;
S 75°39'43" W, a distance of 30.04 feet;
S 08°40'49" W, a distance of 40.36 feet;
S 33°09'49" W, a distance of 137.32 feet;
S 34°55'41" W, a distance of 70.01 feet;
S 58°24'48" W, a distance of 63.09 feet;
N 89°46'54" W, a distance of 93.86 feet;
S 58°00'57" W, a distance of 31.93 feet;
S 60°57'55" W, a distance of 29.87 feet;
S 40°12'55" W, a distance of 36.71 feet;
S 41°42'45" W, a distance of 82.87 feet;
S 48°50'15" W, a distance of 30.84 feet;
S 32°17'49" W, a distance of 32.59 feet;
S 25°41'43" W, a distance of 27.89 feet;
S 14°34'52" E, a distance of 19.47 feet;
S 37°30'52" E, a distance of 64.67 feet;
S 03°14'21" E, a distance of 45.93 feet;
S 15°32'02" W, a distance of 115.86 feet;
S 44°57'56" W, a distance of 51.24 feet;
S 43°57'14" W, a distance of 76.71 feet;
S 40°28'39" W, a distance of 59.91 feet;
S 35°08'21" W, a distance of 108.92 feet;
S 06°06'52" W, a distance of 86.20 feet;
S 03°44'46" E, a distance of 76.41 feet;
S 38°39'21" E, a distance of 116.00 feet;
S 81°16'10" W, a distance of 52.35 feet;
N 48°07'15" W, a distance of 52.43 feet;
N 64°50'56" W, a distance of 60.41 feet;
N 84°43'49" W, a distance of 69.39 feet;
S 35°04'27" W, a distance of 105.55 feet;
S 37°15'41" W, a distance of 87.39 feet;
S 25°15'21" W, a distance of 53.04 feet;
S 20°48'56" E, a distance of 114.31 feet;
S 76°31'29" W, a distance of 64.16 feet;
N 66°34'25" W, a distance of 28.43 feet; and
S 60°54'58" W, a distance of 12.78 feet to a point for the most westerly corner of the herein described tract.

Tract D - 3
47.45 Acres

THENCE S 44°54'23" E, passing a 5/8" iron rod with cap stamped "John D. Mercer, RPLS #1924" found at 55.00 feet and continuing a total distance of 270.04 feet to the most westerly south corner of the herein described tract,

THENCE N. 45°05'01" E, a distance of 628.77 feet to the most westerly north corner of said 14.3011 acre tract,

THENCE S 44°53'45" E, a distance of 509.05 feet an interior ell corner of said 14.3011 acre tract, being the most westerly south corner of said 48.4333 acre tract,

THENCE N 45°06'15" E, a distance of 414.46 feet to the most easterly north corner of said 14.3011 acre site, being an interior ell corner of said 48.4333 acre tract.

THENCE S 44°53'45" E, a distance of 631.08 feet to the POINT OF BEGINNING and containing 47.45 acres of land, more or less.

Bearings are derived from GPS observations and based on the Texas State Plane Coordinate System, South Central Zone, NAD 83 grid bearings.

W.J.Cash Jr.
William J. Cash, Jr.
RPLS No. 3808



Additional Legal Descriptions for Quintana Block 23 (Lots 1-4, 6-12), Quintana
Block 10 (Lots 7-12) and Holly Street and Second Street Crossings

Holly Street Crossing R.O.W.

Approximately 0.1403 acres out of the S.F. Austin Survey, A-28, Brazoria County, Texas, being 61.1 feet in length across Holly Street and 100 feet in width

Quintana Block 23

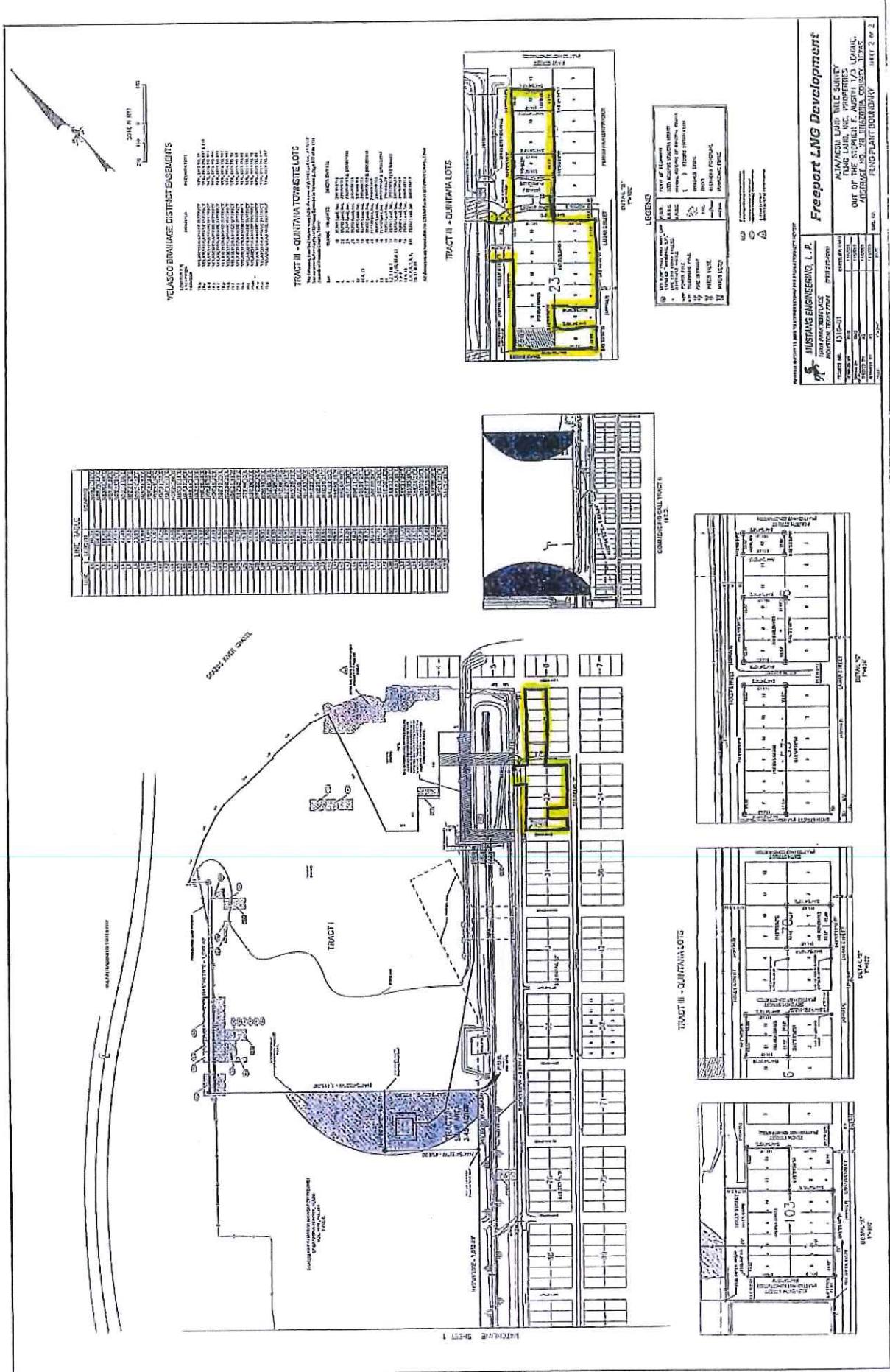
1. Lot 1 - Approximately 0.1416 acres out of Block 23 out of the S.F. Austin Survey, A-28, Brazoria County, Texas
2. Lot 2 - Approximately 0.1416 acres out of Block 23 out of the S.F. Austin Survey, A-28, Brazoria County, Texas
3. Lot 3 - Approximately 0.1416 acres out of Block 23 out of the S.F. Austin Survey, A-28, Brazoria County, Texas
4. Lot 4 - Approximately 0.1416 acres out of Block 23 out of the S.F. Austin Survey, A-28, Brazoria County, Texas
5. Lot 6 - Approximately 0.1416 acres out of Block 23 out of the S.F. Austin Survey, A-28, Brazoria County, Texas
6. Lot 7 - Approximately 0.1416 acres out of Block 23 out of the S.F. Austin Survey, A-28, Brazoria County, Texas
7. Lot 8 - Approximately 0.1416 acres out of Block 23 out of the S.F. Austin Survey, A-28, Brazoria County, Texas
8. Lot 9 - Approximately 0.1416 acres out of Block 23 out of the S.F. Austin Survey, A-28, Brazoria County, Texas
9. Lot 10 - Approximately 0.1416 acres out of Block 23 out of the S.F. Austin Survey, A-28, Brazoria County, Texas
10. Lots 11-12 - Approximately 0.2831 acres out of Block 23 out of the S.F. Austin Survey, A-28, Brazoria County, Texas

Second Street Crossing R.O.W.

Approximately 0.1403 acres out of the S.F. Austin Survey, A-28, Brazoria County, Texas, being 61.1 feet in length across Second Street and 100 feet in width between Block 23 and Block 10

Quintana Block 10

1. Lot 7 - Approximately 0.1416 acres out of Block 10 out of the S.F. Austin Survey, A-28, Brazoria County, Texas
2. Lot 8 - Approximately 0.1416 acres out of Block 10 out of the S.F. Austin Survey, A-28, Brazoria County, Texas
3. Lot 9 - Approximately 0.1416 acres out of Block 10 out of the S.F. Austin Survey, A-28, Brazoria County, Texas
4. Lot 10 - Approximately 0.1416 acres out of Block 10 out of the S.F. Austin Survey, A-28, Brazoria County, Texas
5. Lot 11 - Approximately 0.1416 acres out of Block 10 out of the S.F. Austin Survey, A-28, Brazoria County, Texas
6. Lot 12 - Approximately 0.1416 acres out of Block 10 out of the S.F. Austin Survey, A-28, Brazoria County, Texas



Right of Way Tract Description Index for 42" Pipeline, Proposed NGL Pipeline and Proposed Fiber Optics

Please see the electronic copy of the application for additional individual tract documents and information.

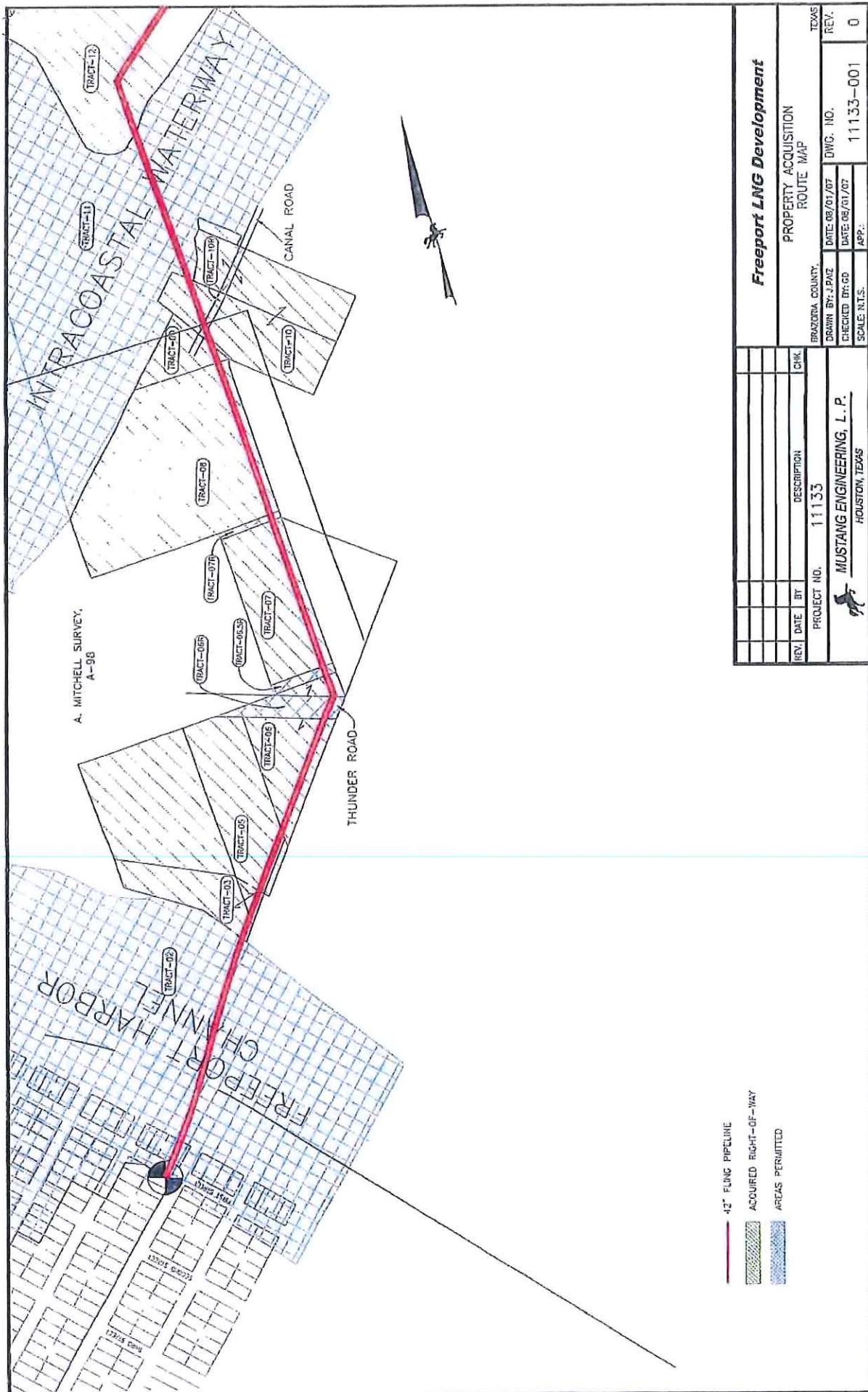
Tract No.	Legal Land Description	Approximate Area Description	Approx. ROW Feet	File Name (PDF)	Page No. of file that Legal Land Description and Map are on (of electronic files)
2	S.F. Austin Survey, A-2B & A, Mitchell Survey, A-98, Brazoria County, Texas, Exhibit "A"	Land located across State-owned land in Brazoria County: Brazos River/Freeport Harbor Channel (69.6 rods in length), being 50 feet wide on either side of the centerline of the 42" pipeline, being approximately 2.638 acres	1149.00	Tracts 2 and 56	5
3	Part Lot(s) 13A & 14, B.C.I.C. Division 3 Subdivision, A, Mitchell Labor, A-98, Brazoria County, Texas, Exhibit "A"	0.24 acres out of Part Lot(s) 13A & 14, B.C.I.C. Division 3 Subdivision, A, Mitchell Labor, A-98,	239.70	Tract 3	2
5	Part Lot 13, B.C.I.C. Division 3 Subdivision, A, Mitchell Labor, A-98, Brazoria County, Texas, Exhibit "	A 0.21 acre permanent Easement Parcel out of the Mitchell Labor, Abstract 98, Brazoria County, Texas and being, Lot 13 of the B.C.I.C. Subdivision, Division 3	297.99	Tract 5	2
6	Lot 22, B.C.I.C. Division 3 Subdivision, a, Mitchell Labor, A-98, Brazoria County, Texas, Exhibit "A"	A 0.48 permanent Easement Parcel and a 0.41 acre temporary easement out of Lot 22, B.C.I.C. Division 3 Subdivision, a, Mitchell Labor, A-98	655.59	Tract 6	2
6R	A, Mitchell Survey, A-98, Brazoria County, Texas, Exhibit "A"	Across defined roadway in Village of Surfside Beach (Thunder Road), being 25 feet on either side of the centerline of the 42" pipeline, being approximately 0.127 acres	110.88	Tracts 6R, 6.5R, 7R, 10R	2,3
6.5R	A, Mitchell Survey, A-98, Brazoria County, Texas, Exhibit "A"	Across defined roadway in Village of Surfside Beach (Coast Guard Road), being 25 feet on either side of the centerline, being approximately 0.031 acres	44.385	Tracts 6R, 6.5R, 7R, 10R	4
7	Lot 12, B.C.I.C. Division 3 Subdivision, A, Mitchell Labor, A-98, Brazoria County, Texas, Exhibit "A"	A 0.66 acre permanent Easement Parcel and a 0.82 acre temporary easement parcel out of the 5.00 acre parent tract (Lot 12)	713.63	Tract 7	2
7R	A, Mitchell Survey, A-98, Brazoria County, Texas, Exhibit "A"	Across defined roadway in Village of Surfside Beach (Unnamed Road), being 25 feet on either side of the centerline of the 42" pipeline, being approximately 0.034 acres	30.03	Tracts 6R, 6.5R, 7R, 10R	5
8	Lot 1, B.C.I.C. Division 3 Subdivision, A, Mitchell Labor, A-98, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 0.61 acre tract or parcel of land and a 1.39 acre temporary easement parcel of land out of the A, Mitchell Labor, Abstract 98, Lot 1, Brazoria County, Texas	745.58	Tract 8	2
9	Lot 12, B.C.I.C. Division 2 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 0.06 acre tract or parcel of land and a 0.070 acre temporary easement parcel of land out of the F.J. Calvit League, Abstract 51, Lot 12, Brazoria County, Texas	90.87	Tract 9	2
10	Lot 11, B.C.I.C. Division 2 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 0.22 acre tract or parcel of land out of the F.J. Calvit League, Abstract 51, Lot 11, Brazoria County, Texas	321.49	Tract 10	3
10R	A, Mitchell Survey, A-98 & F.J. Calvit Survey, A-51, Brazoria County, Texas, Exhibit "A"	Across defined roadway in Village of Surfside Beach (Canal St.), being 25 feet on either side of the centerline of the 42" pipeline, being approximately 0.647 acres	40.59	Tracts 6R, 6.5R, 7R, 10R	7
11	A, Mitchell Survey, A-98 & F.J. Calvit Survey, A-51, Brazoria County, Texas, Exhibit "B"	Across the Intercoastal Waterway (Total Length: 830.54' = 49.12 Rods) (Permanent Easement: 0.558 acres)	810.54	Tract 11 - Intercoastal Waterway Crossing	2
12	Lots 8, 9, 10, 11 & 12, B.C.I.C. Division 4 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A tract or parcel of land (Permanent Easement: 1.38 acres, Temporary Easement: 0.270) out of Lots 8, 9, 10, 11 & 12, B.C.I.C. Division 4 Subdivision, F.J. Calvit League, Brazoria County, Texas	2000.03	Tract 12	3
15	Lot 18, B.C.I.C. Division 4 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 0.41 acre tract or parcel of land an a 0.80 acre temporary easement parcel of land out of Lot 18, B.C.I.C. Division 4 Subdivision, F.J. Calvit League, A-51.	446.31	Tract 15	2
16	Lot A, B.C.I.C. Division 4 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 0.42 acre tract or parcel of land and a 0.83 acre temporary easement parcel of land out of Lot A, B.C.I.C. Division 4 Subdivision, F.J. Calvit League, A-51	454.51	Tract 16	2

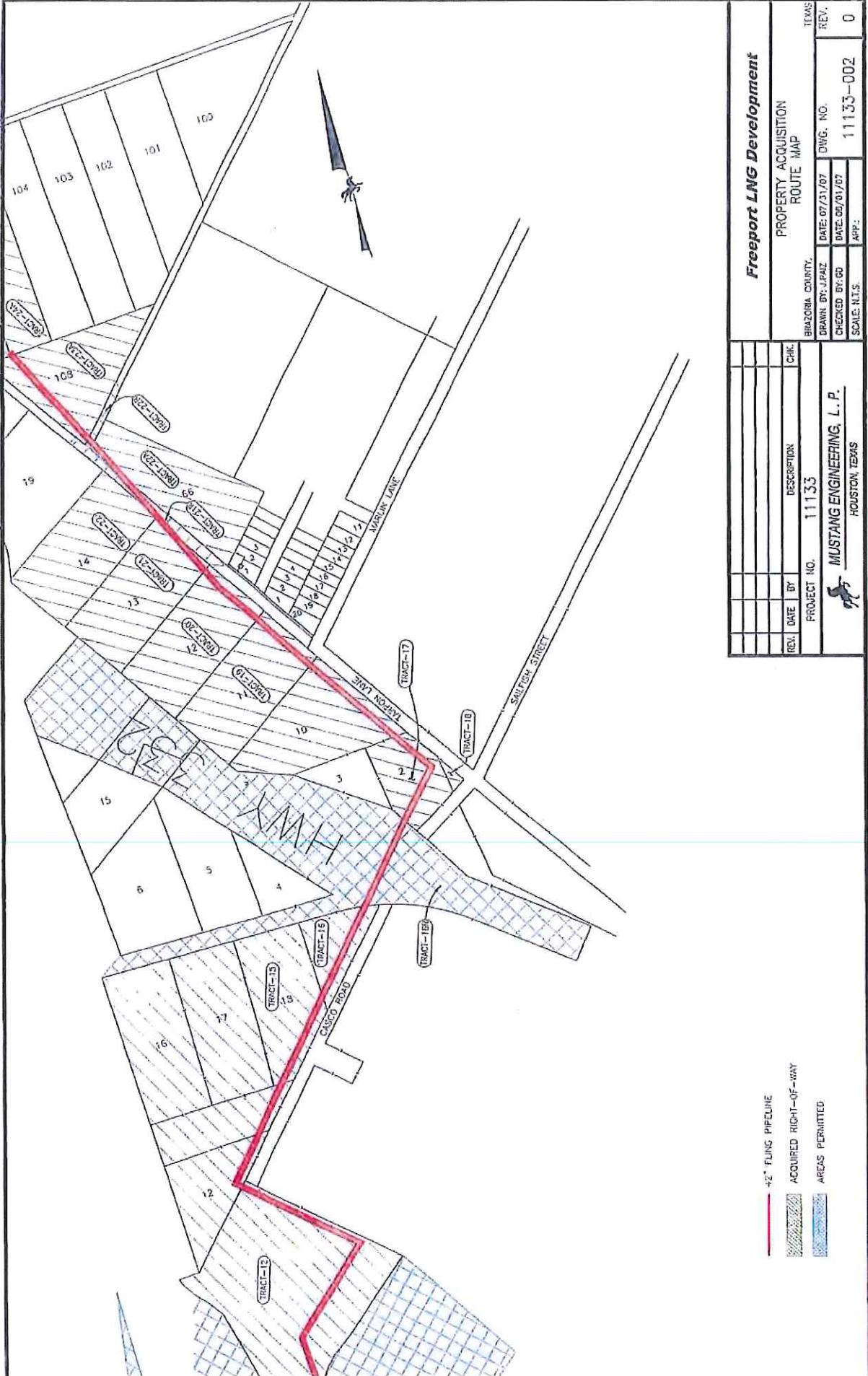
16R	F.J. Calvit Survey, A-51, Brazoria County, Texas, Lot 2, B.C.I.C. Division 7 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	The pipeline(s) is installed by conventional lay under the ground under the asphalt feeder roads servicing SH 332, within the TX DOT right of way, approximately 1060 feet northwest of where the SH 332 bridge begins to cross the Intracoastal Waterway. The approximate distance of the easement is 442' feet and the described width is 25 feet on either side of the centerline of the 42" pipeline, being 0.507 acres.	442.00	Tract 16R
17	A 0.57 acre tract or parcel of land and a 1.24 acre temporary easement parcel out of Lot 2, B.C.I.C Division 7 Subdivision, F.J. Calvit League, A-51	491.28	Tract 17	2
18	Same as Tract 19	0.00	Tract 19	Same as Tract 19
19	Lots 10 & 11, B.C.I.C. Division 7 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 0.79 acre tract or parcel of land and a 0.70 acre temporary easement parcel of land out of Lots 10 and 11 of the Brazos Coast Investment Company, Division 7 Subdivision of the F.J. Calvit League, Abstract Number 51	847.54	Tract 19
20	Lot 12, B.C.I.C. Division 7 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 0.33 acre tract or parcel of land and a 0.56 acre temporary easement parcel of land out of Lot 12, B.C.I.C. Division 7 Subdivision, F.J. Calvit League, A-51, [5.00 acres]	331.15	Tract 20
21	Lot 13, B.C.I.C. Division 7 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 0.27 acre easement tract or parcel of land out of Lot 13, B.C.I.C. Division 7 Subdivision, F.J. Calvit League, A-51 [14.95 rods in length]	246.81	Tracts 21, 50, 67
21R	A. Mitchell Survey, A-98, Brazoria County, Texas	Land under, over or along a certain County Road (Tarpin Lane) - Approx. ROW feet = 355.235', being 25 feet on either side of the centerline of the 42" pipeline, being approximately 0.409 acres	356.24	Tracts 21R, 22R, 26R, 37.5R, 52R, 57R
22	Lot 14, B.C.I.C. Division Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 0.049 acre tract or parcel of land out of Lot 14 of the Brazos Coast Investment Company Division 7 Subdivision of the F.J. Calvit League, Abstract Number 51	0.00	Tract 22
22a	Lot 65, B.I.C.I Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 0.21 acre tract or parcel of lot 65, B.I.C.I. Division 8 Subdivision, F.J. Calvit League, A-51, [10.00 acres]	182.55	Tract 22A
22R	F.J. Calvit Survey, A-51, Brazoria County, Texas	Land under, over or along a certain County Road (Unnamed Road, Brazoria County), being approximately 0.037 acres - Approx. ROW feet = 32.34', Approx. width = 25 feet on either side of the centerline of the 42" pipeline.	32.34	Tracts 21R, 22R, 26R, 37.5R, 52R, 57R
23a	Lot 108, B.C.I.C Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	0.60 acres out of Lot 108, B.C.I.C Division 8 Subdivision, F.J. Calvit League, A-51	521.07	Tract 23A
24a	Lot 105, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	0.03 acres out of Lot 105, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51	18.37	Tract 24A
25a	Lot 106, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, "Exhibit A"	5.00 acres, owned by FLNG, being lot 106, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, [5.00 acres], Brazoria County, Texas	566.78	Tract 25A
26a	Lot 107, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	5.00 acres, owned by FLNG, being lot 107, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, [5.00 acres], Brazoria County, Texas	498.17	Tract 26A
26R	F.J. Calvit Survey, A-51, Brazoria County, Texas, Brazoria County, Texas	Land under, over or along a certain County Road, being approximately 0.036 acres (Unnamed Road, Brazoria County) - Approx. ROW feet = 31.35', Approx. width = 25 feet on either side of the centerline of the 42" pipeline	31.35	Tracts 21R, 22R, 26R, 37.5R, 52R, 57R
26.5a	Lot 116, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	0.22 acres out of Lot 116, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51	187.32	Tract 26.5A
27a	Lot 117, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	5.00 acres, owned by FLNG, being lot 117, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51 [5.00 acres]	437.37	Tract 27A
28a	Lot 118, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	0.72 acres out of Lot 118, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51	627.18	Tract 28A
29a	Lot 119, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	0.30 acres out of Lot 119, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51	260.91	Tract 29A
30a	Lot 120, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	0.24 acres out of Lot 120, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51	208.97	Tract 30A

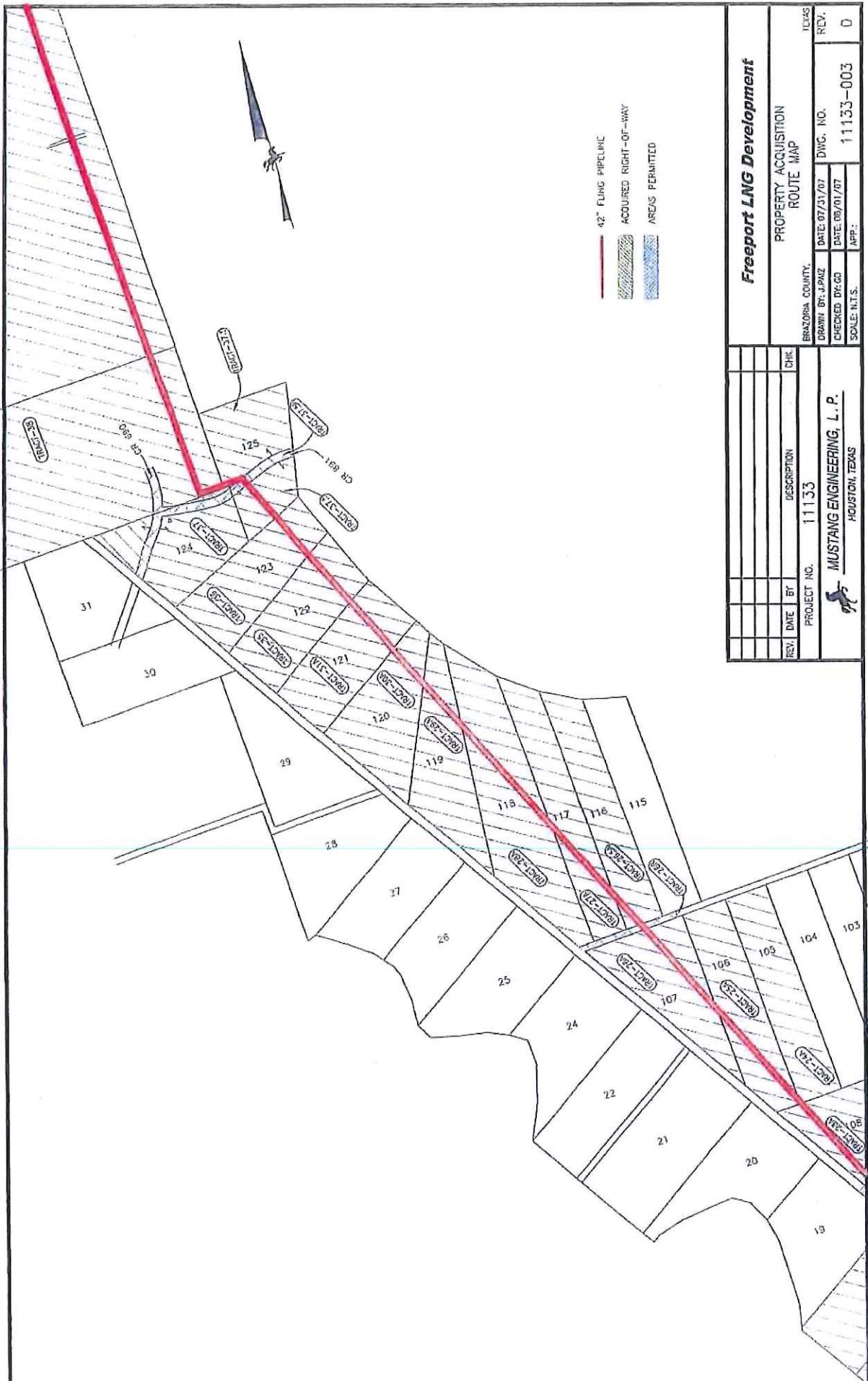
310	Lot 121, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	0.34 acres out of Lot 121, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, 0.34 acre tract or parcel of land out of Lot 122, out of the F.J. Calvit League, Abstract 51, Brazoria County, Texas	294.43	Tract 31A	2
35	Lot 122, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	0.34 acre tract owned by F.N.G. being lot 123, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas	292.37	Tract 35	2
36	Lot 123, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	5.00 acres, being lot 124, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas	234.30	Tract 36	6
37	Lot 124, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"; A-2"	0.00 acres of permanent easement and a 0.39 acre temporary easement parcel out of Lot 124, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas	0.00	Tracts 37, 41, 43, 45, 47, 52	4
37.5	Lot 125, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, "Exhibit A"	0.51 acres and a 0.07 acre temporary easement parcel of land out of Lot 125, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51	338.19	Tracts 37.5, 38	2
37.5R	F.J. Calvit Survey, A-51, Brazoria County, Texas	Land under, over or along a certain County Road (Co. Rd. 891, Brazoria County), being approximately 0.048 acres - Approx. ROW feet = 42,075'. Approx. width = 25 feet on either side of the centerline of the 42" pipeline	42,075	Tracts 21R, 22R, 25R, 37.5R, 52R, 57R	5
38	105.52 Acres, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 0.91 acre tract or parcel of land and a 1.90 acre temporary easement parcel of land out of the F.J. Calvit League, Abstract Number 51, Brazoria County, Texas	798.52	Tracts 37.5, 38	3
39	346.909 acres, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 4.53 acre tract of land and a 11.150 acre temporary easement parcel of land out of 346.009 acres, F.J. Calvit League, A-51, Brazoria County, Texas,	3946.00	Tract 39	2
40	Lots 158 & 159, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A- 51, Brazoria County, Texas, Exhibit "A" - 1	A 0.70 acre tract and a 0.99 acre temporary easement parcel of land out of a part of 102.5 acres, more or less, being tracts 126, 140, 154, 156, and 159, out of the F.J. Calvit League, Abstract 51, Brazoria County, Texas	614.12	Tracts 40, 42, 44, 49, 55	5
41	Lot 157, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A" - 2	A 0.36 acre tract and a 0.50 acre temporary easement parcel of land out of a part of 102.5 acres, more or less, being tracts 126, 140, 154, 156, and 159, out of the F.J. Calvit League, Abstract 51, Brazoria County, Texas	312.24	Tracts 37, 41, 43, 45, 47, 52	5
42	Lot 156, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A" - 3	A 0.36 acres and a 0.54 acre temporary easement parcel of land out of Lot 156, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51	312.24	Tracts 40, 42, 44, 49, 55	5
43	Lot 155, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A" - 4	A 0.36 acres and a 0.72 acre temporary easement parcel of land out of Lot 155, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51	312.24	Tracts 37, 41, 43, 45, 47, 52	5
44	Lot 154, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A" - 3	0.36 acres and a 0.72 acre temporary easement parcel of land out of a part of 102.5 acres, more or less, being tracts 126, 140, 154, 156, and 159, out of the F.J. Calvit League, Abstract 51, Investment Company Subdivision #9 out of the F.J. Calvit League, Abstract 51, Brazoria County, Texas	312.24	Tracts 40, 42, 44, 49, 55	4
45	Lot 153, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A" - 5	0.38 acres and a 0.54 acre temporary easement parcel of land out of Lot 153, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51	313.73	Tracts 37, 41, 43, 45, 47, 52	7
46	Lot 137, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	0.31 acres and a 0.46 acre temporary easement parcel of land out of Lot 137, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51 [5.00 acres]	268.54	Tract 46	4
47	Lot 138, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-6"	0.31 acres and a 0.46 acre temporary easement parcel of land out of Lot 138, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51	267.82	Tracts 37, 41, 43, 45, 47, 52	3
48	Lot 139, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	0.31 acres and a 0.46 acre temporary easement parcel of land out of Lot 139, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51 [5.00 acres]	267.41	Tract 48	4
49	Lot 140, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A" - 4	0.31 acres and a 0.61 acre temporary easement parcel of land out of a part of 102.5 acres, more or less, being tracts 126, 140, 154, 156, and 159, out of the F.J. Calvit League, Abstract 51, Investment Company Subdivision #9 out of the F.J. Calvit League, Abstract 51, Brazoria County, Texas	267.41	Tracts 40, 42, 44, 49, 55	5
50	Lot 141, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 0.31 acre easement tract or parcel of land and a 0.16 acre temporary easement parcel of land out of Lot 141, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A- 51 [16.21 rods in length)	267.41	Tracts 21, 50, 67	7

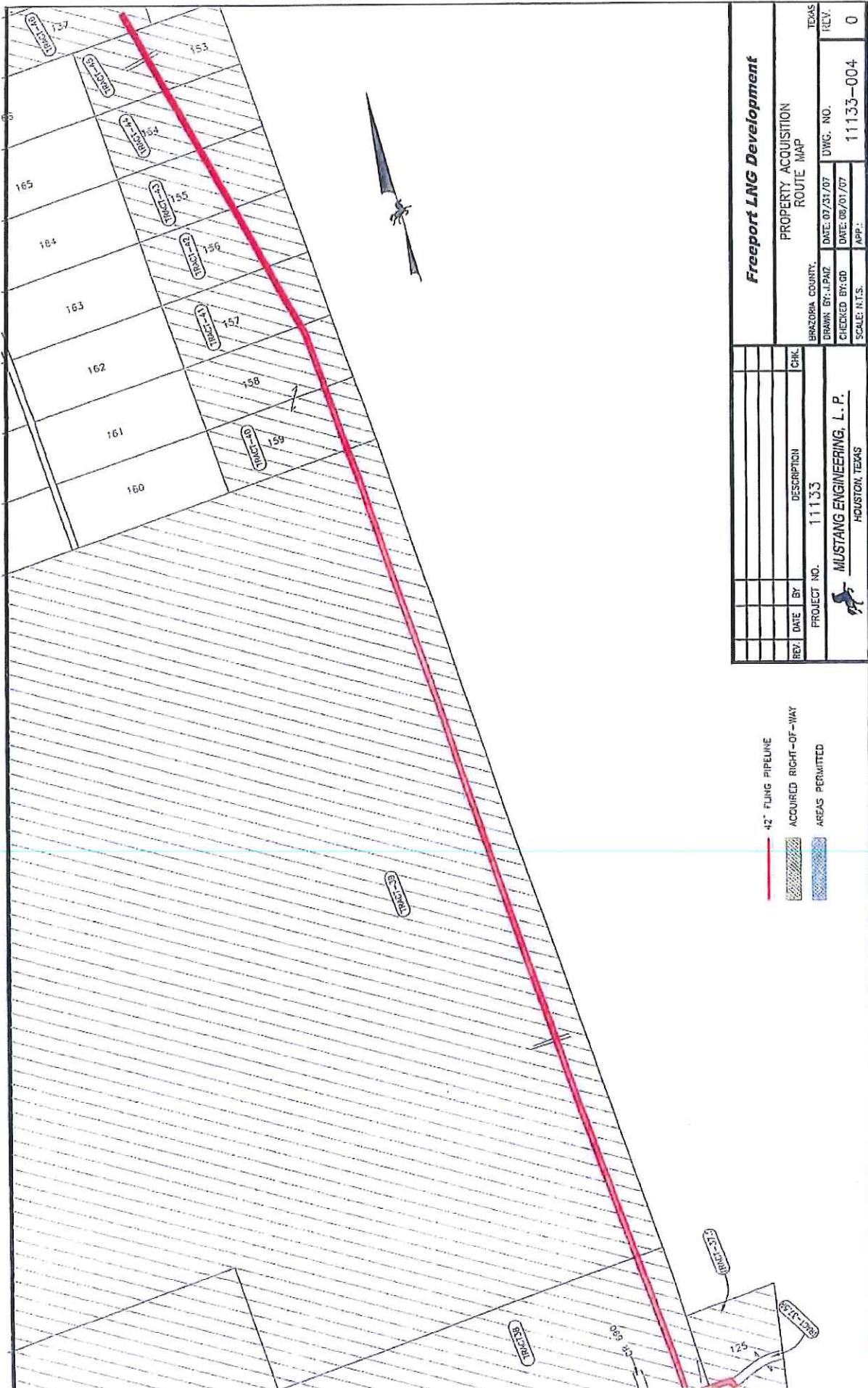
51	Lot 142, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 0.27 acre tract of land, a 0.27 acre tract of land and a 0.61 acre temporary easement parcel of land out of Lot 142, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51.	267.41	Tract 51	2
52	Lot 143 & 144, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A; A-1"	0.61 acres and a 1.22 acre temporary easement parcel of land out of Lot 143 & 144, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51	898.15	Tracts 37, 41, 43, 45, 47, 52	3
52R	F.J. Calvit Survey, A-51 & B.T. Archer Survey, A-9, Brazoria County, Texas	Land under, over or along a certain County Road (Co. Rd. 690A - Galley Way Rd., Brazoria County), being approximately 0.075 acres - Approx. R/W feet = 65.01'; Approx. width = 25' feet on either side of the centerline of the 42" pipeline	65.01	Tracts 21R, 22R, 26R, 37.5R, 52R, 57R	6
53	Lot 125, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, "Exhibit A"	0.61 acre out of Lot 125, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51 0.02 acre out of a part of 102.5 acres, more or less, being Tracts 126, 140, 154, 156, and 159, Brazos Coast Investment Company Subdivision #9 out of the F.J. Calvit League, Abstract 51, Brazoria County, Texas	898.10	Tract 53	2
55	Lot 126, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A" - 5	0.00	Tracts 40, 42, 44, 49, 55		6
56	F.J. Calvit Survey, A-51 & B.T. Archer Survey, A-9, Brazoria County, Texas, Exhibit "B"	Land located across State-owned land in Brazoria County: Oyster Creek (20.04 rods in length), East Union Slough (1.5 rods in length), being 50 feet wide on either side of the centerline of the 42" pipeline, being approximately 0.911 acres 0.68 acres out of Lot 1C1, B.T. Archer League, A-9, Brazoria County, Texas (a 62.5637 acre tract of land)	396.66	Tracts 2 and 56	6,7
57	Lot 1C1, B.T. Archer League, A-9, Brazoria County, Texas, Exhibit "A"	Land under, over or along a certain County Road (Unnamed Road and Co. Rd. 792, Brazoria County), being approximately 0.139 acres - Approx. R/W feet = 120.945', Approx. width = 25' feet on either side of the centerline of the 42" pipeline	120.95	Tracts 21R, 22R, 26R, 37.5R, 52R, 57R	7,8
57R	B.T. Archer Survey, A-9, Brazoria County, Texas	1.39 acres and a 1.84 acre temporary easement parcel of land out of Lots 1C, 1C2, 1C3, 1C4, 1C5, 1C6, 1C7 & 1C8, B.T. Archer League, A-9 Brazoria County, Texas (a 504.445 tract of land)	1308.46	Tract 58	2
58	Lots 1C, 1C2, 1C3, 1C4, 1C5, 1C6, 1C7 & 1C8, B.T. Archer League, A-9 Brazoria County, Texas, Exhibit "A"	A 0.60 acre tract or parcel of land and a 0.53 acre temporary easement parcel of land out of the B.T. Archer League, Abstract 9, Brazoria County, Texas	658.00	Tract 59	2
59	B.T. Archer League, A-9, Brazoria County, Texas, Exhibit "A"	A strip of land (2.69 acre tract of land) and a 4.04 acre temporary easement parcel of land out of Tract 2 and Tract 3, being 500 acres, more or less, out of the John Lightfoot Survey, Abstract No. 316, Brazoria County, Texas	2931.72	Tract 61	2
61	John W. Lightfoot Survey, A-316, Brazoria County, Texas, Exhibit "A"	A 0.46 acre tract or parcel of land and a 0.34 acre temporary easement parcel of land out of the John W. Lightfoot Survey, Abstract 316, Brazoria County, Texas	496.71	Tract 62,01, 62,02	2,3
62.01 and 62.02	John W. Lightfoot Survey, A-316, Brazoria County, Texas, Exhibit "A"	A 0.03 acre tract or parcel of land and a 0.02 acre temporary easement parcel of land out of the John W. Lightfoot Survey, Abstract 316, Brazoria County, Texas	29.66	Tract 62,023	2
62.023	John W. Lightfoot Survey, A-316, Brazoria County, Texas, Exhibit "A"	A forty (40) foot wide strip of land (approx. 1.50 acres) and a 2.00 acre temporary easement parcel of land across a certain 206.67 acre tract or parcel of land out of the John W. Lightfoot Survey, Abstract 316, Brazoria County, Texas	1610.92	Tract 62A	2,3
62.03	John W. Lightfoot Survey, A-316, Brazoria County, Texas, Exhibit "A"	A forty (40) foot wide strip of land (approx. 0.23 acres) and a 0.20 acre temporary easement parcel of land across a certain called 11.004 acre tract or parcel of land out of the John W. Lightfoot Survey, Abstract 316, Brazoria County, Texas	248.01	Tract 62,03	2
65	John W. Lightfoot Survey, A-316, Brazoria County, Texas, Exhibit "A"	A 0.50 acre tract or parcel of land and a 0.44 acre temporary easement parcel of land out of the John W. Lightfoot Survey, Abstract 316, Brazoria County, Texas	545.36	Tract 65	2
66	Lot 1D, Jared E. Groce 5 Leagues Grant, A-66, Brazoria County, Texas, Exhibit "A"	A 1.02 acre tract and a 0.88 acre temporary easement parcel of land out of Lot 1D, Jared E. Groce 5 Leagues Grant, A-66, Brazoria County, Texas (45.00 acres)	1112.26	Tract 66	2

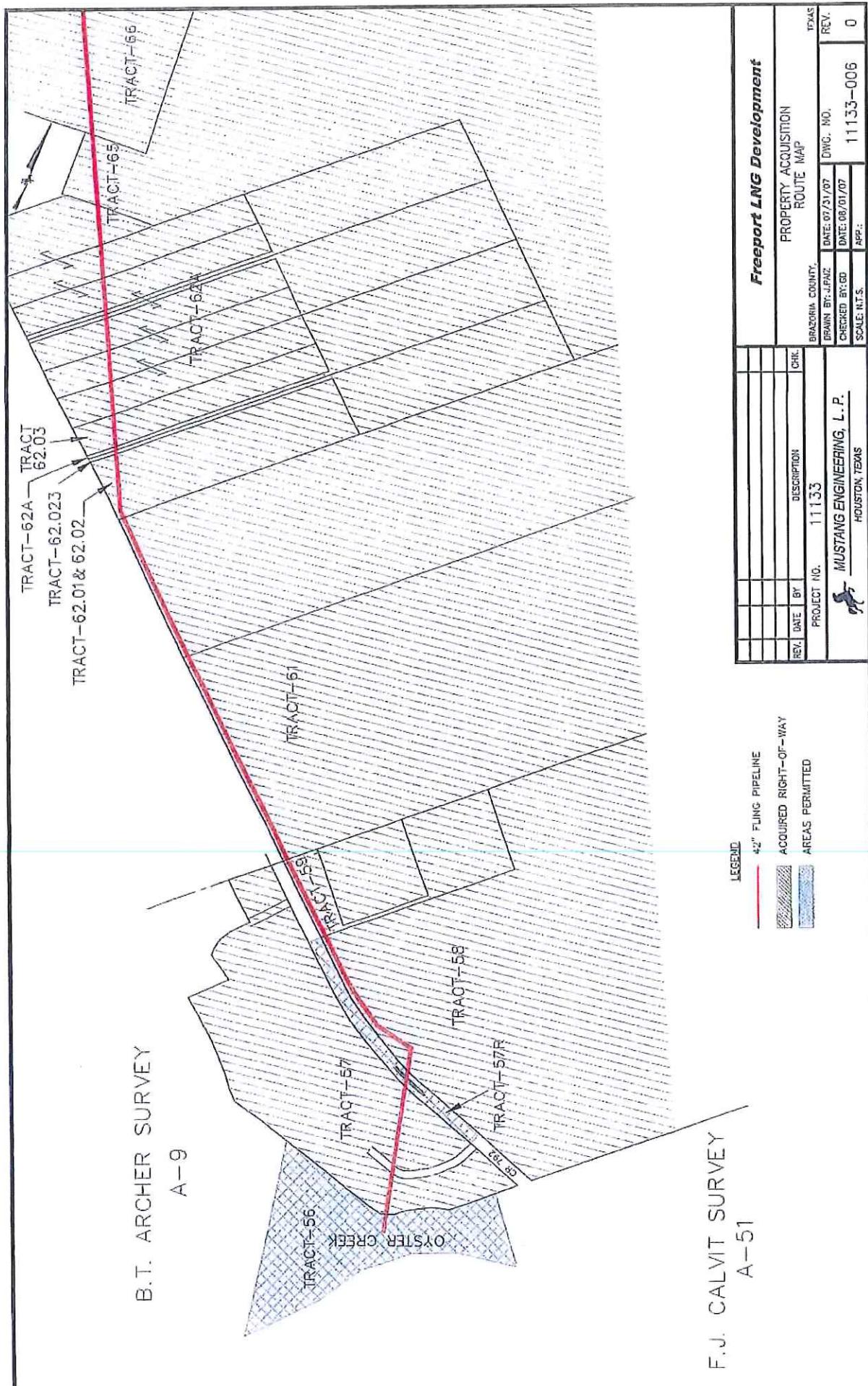
57	Jared E. Groce 5 Leagues Grant, A-66, Brazoria County, Texas, Exhibit "A", approximately 20.55 acres out of a 5,782.72 acre tract	(1) Approximately 542.7 rods, being 8,950.63 feet in length and 50 feet in width on either side of the centerline of the existing 42" pipeline, being approximately 20.55 acres of a 5,782.72 acre tract or parcel of land out of the Jared E. Groce 5 Leagues Grant, A-66, Brazoria County, Texas (owned by Dow Chemical Company); and (2) Approximately 500 feet in length and 100 feet in width, being approximately 1.15 acres of a 5,782.72 acre tract or parcel of land out of the Jared E. Groce 5 Leagues Grant Survey, A-66, Brazoria County, Texas (owned by Dow Chemical Company), for the NGI line split-off to Incos	8,950.63 + 500 = 9,050.63	Tracts 21, 50, 67	3,415
68	J. E. Groce 5 Leagues Grant, A-66, Brazoria County, Texas, Exhibit "A"	A 0.02 acre tract or parcel of land and a 0.02 acre temporary easement parcel of land out of the J.E. Groce 5 Leagues Grant Survey, Abstract 66, Brazoria County, Texas	20.09	Tract 68	2
69	Jared E. Groce 5 League, A-66, Brazoria County, Texas, approximately 1.81 acres	(1) Approximately 1.81 acres and a 0.18 acre temporary easement parcel of land out of a 474.77 acre tract out of the Jared E. Groce 5 League Survey, A-66, Brazoria County, Texas; and (2) Approximately 2,600 feet in length and 100 feet in width, being approximately 2.600 acres out of a 474.77 acre tract out of the Jared E. Groce 5 League Survey A-66, Brazoria County, Texas, for the NGI line split off to Incos	1058.84 + 2,600 = 3,658.94	Tract 69	3











J.E. GROCE LEAGUE
A-66



LEGEND

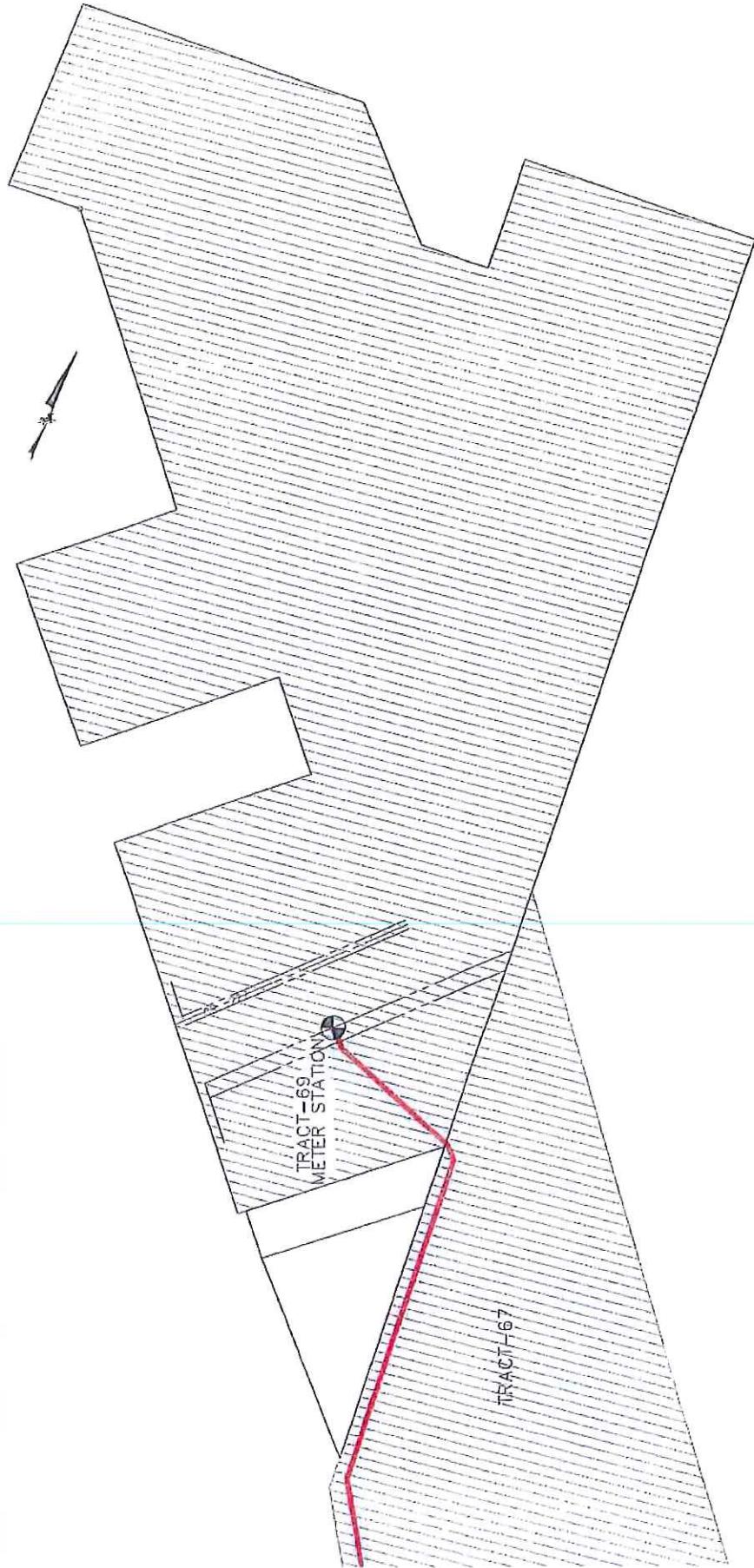
- 42" FLUNG PIPELINE
- ACQUIRED RIGHT-OF-WAY
- AREAS PERMITTED

Freeport LNG Development

PROPERTY ACQUISITION

ROUTE MAP

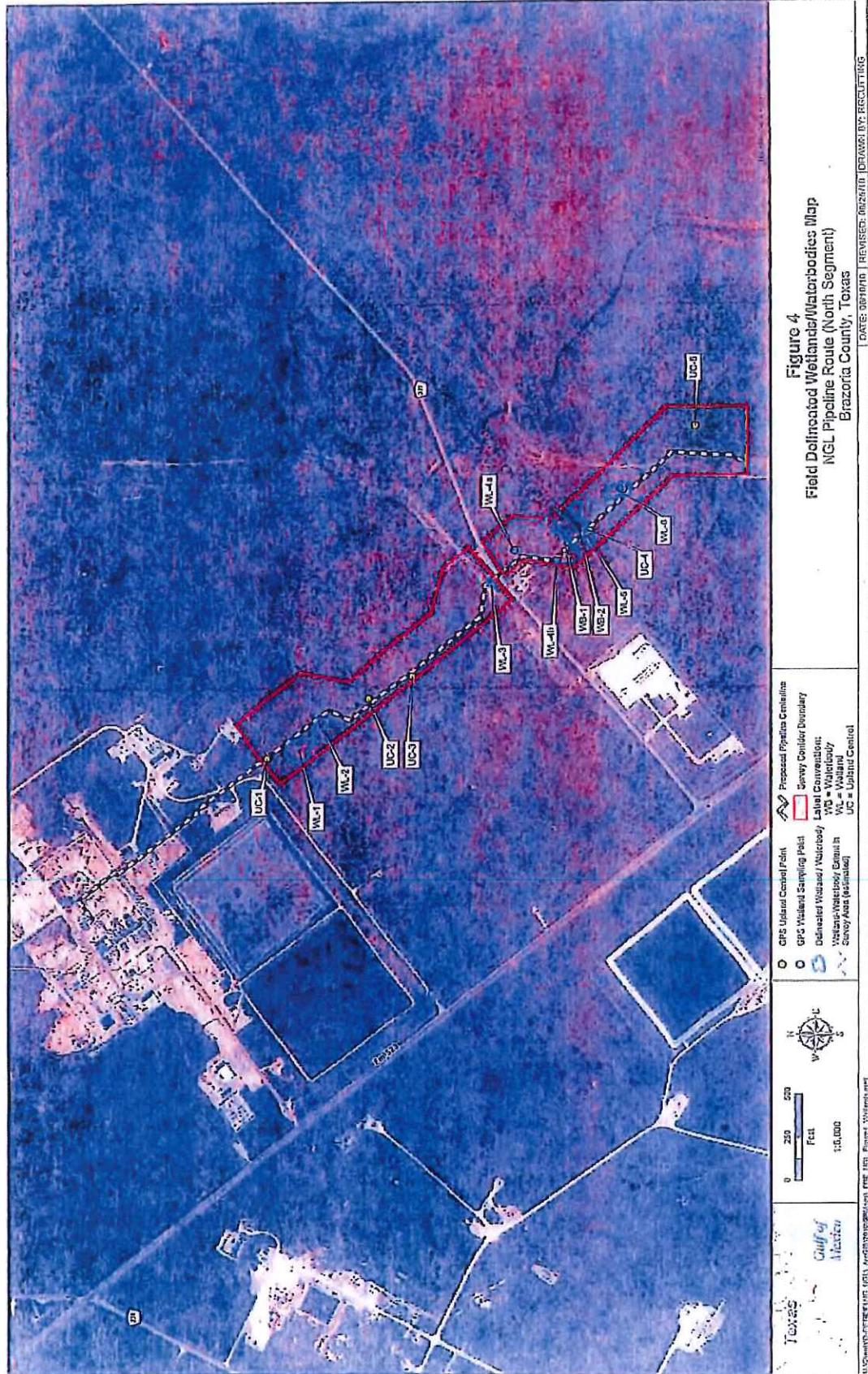
ERAZORIA COUNTY,		CHK.	10AS
REV.	DATE BY	DESCRIPTION	
		PROJECT NO. 11133	
		DRAWN BY J.PAZ	DATE 07/31/07
		CHECKED BY GD	DATE 08/01/07
		SCALE KTS.	APP:
		MUSTANG ENGINEERING, L. P.	11133-007
		Houston, Texas	0



LEGEND

- 42" FLUNG PIPELINE
- ACQUIRED RIGHT-OF-WAY
- AREAS PERMITTED

Freeport LNG Development					
PROPERTY ACQUISITION			ROUTE MAP		
BUZIOSA COUNTY,			TEXAS		
REV.	DATE	BY	DESCRIPTION	CHK.	
PROJECT NO.			11133	DWG. NO.	REV.
MUSTANG ENGINEERING, L.P.				DATE: 07/31/07	11133-008
HOUSTON, TEXAS				CHECKED BY: GD DATE: 08/01/07	0
			SCALE: N.T.S.	APP'D.	



Bid Sorrell



BEING A 305.672 ACRE TRACT OF LAND IN THE FREDERICK J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS; SAID 305.672 ACRE TRACT BEING A PART OF THE FOLLOWING TWO TRACTS: (1) A 346.909 ACRE TRACT OF LAND CONVEYED TO MICHAEL J. SORRELL AND WIFE, LORIE, SORRELL FROM KATHERINE CULLEN BURTON, ET AL, TRUSTEES OF THE ROY G. CULLEN TRUST FOR THE BENEFIT OF ROY HENRY CULLEN, THE ROY G. CULLEN TRUST FOR THE BENEFIT OF HARRY HOLMES CULLEN AND THE ROY G. CULLEN TRUST FOR THE BENEFIT OF CORNELIA CULLEN LONG RECORDED UNDER COUNTY CLERK'S FILE (C.C.F.) NO. 01-011002 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS (O.R.B.C.T.); AND (2) A 9.495 ACRE TRACT OF LAND CONVEYED TO MICHAEL J. SORRELL FROM J. T. SUGGS, JR. BY DEED DATED AUGUST 28, 1986 AND RECORDED IN VOLUME (86)320, PAGE 391 OF THE O.R.B.C.T.; THE BEARINGS STATED IN THIS DESCRIPTION ARE GRID BEARINGS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983; DISTANCES ARE HORIZONTAL GROUND LEVEL LENGTHS AND MAY BE CONVERTED TO GRID DISTANCES USING THE COMBINED FACTOR OF 0.9998819; SAID 305.672 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a three-eighths inch iron rod with cap found at the southwest corner of said 346.909 acre tract and on the east line of the Brazos Coast Investment Company (B.C.I.C.) Subdivision (S/D) No. 10 recorded in Volume 2, Page 141 of the Plat Records of Brazoria County, Texas (P.R.B.C.T.); same being the northwest corner of a 105.52 acre tract conveyed to Zim Exploration & Production Co. from Buccaneer Land Partnership by deed dated December 16, 1989 and recorded in Volume (90)756, Page 702 of the O.R.B.C.T.; from which a one and one-half inch iron pipe found at the southwest corner of said 105.52 acre tract bears South 09° 44' 50" East, 1,309.41 feet (called South 09° 45' 00" East, 1,308.5 feet);

THENCE North 09° 44' 50" West (called North 09° 45' 00" West), along the common line of said 346.909 acre tract and said B.C.I.C. S/D No. 10, a distance of 834.38 feet to a five-eighths inch iron rod set for corner;

THENCE North 86° 48' 42" East a distance of 40.85 feet to a five-eighths inch iron rod set for corner;

THENCE North 53° 05' 23" East a distance of 102.73 feet to a five-eighths inch iron rod set for corner;

THENCE North 37° 28' 56" East a distance of 97.87 feet to a five-eighths inch iron rod set for corner;

THENCE North 19° 44' 43" East a distance of 104.60 feet to a five-eighths inch iron rod set for corner;

DESCRIPTION OF 305.672 ACRES

PAGE 2 OF 4 PAGES

THENCE North 12° 33' 00" East a distance of 323.47 feet to a five-eighths inch iron rod set for corner;

THENCE North 19° 08' 27" East a distance of 111.23 feet to a five-eighths inch iron rod set for corner;

THENCE North 33° 56' 34" East a distance of 109.84 feet to a five-eighths inch iron rod set for corner;

THENCE North 49° 13' 02" East a distance of 109.35 feet to a five-eighths inch iron rod set for corner;

THENCE North 49° 45' 48" East a distance of 223.28 feet to a five-eighths inch iron rod set for corner;

THENCE South 09° 57' 26" East a distance of 46.57 feet to a five-eighths inch iron rod set for corner;

THENCE North 71° 06' 16" East a distance of 90.18 feet to a five-eighths inch iron rod set for corner;

THENCE North 82° 11' 52" East a distance of 118.26 feet to a five-eighths inch iron rod set for corner;

THENCE North 63° 32' 46" East a distance of 102.96 feet to a five-eighths inch iron rod set for corner;

THENCE North 74° 53' 41" East a distance of 100.36 feet to a five-eighths inch iron rod set for corner;

THENCE North 78° 01' 29" East a distance of 318.85 feet to a five-eighths inch iron rod set for corner;

THENCE North 86° 22' 03" East a distance of 237.67 feet to a five-eighths inch iron rod set for corner;

THENCE South 82° 49' 08" East a distance of 136.31 feet to a five-eighths inch iron rod set for corner;

THENCE North 03° 12' 38" West a distance of 1,659.52 feet to a five-eighths inch iron rod set for corner on the most northerly north line of said 346.909 acre tract and the south line of Tract 180 of the B.C.I.C. S/D No. 9, also recorded in Volume 2, Page 141 of the P.R.B.C.T.;

DESCRIPTION OF 305.672 ACRES

PAGE 3 OF 4 PAGES

THENCE North $86^{\circ} 47' 22''$ East (called North $86^{\circ} 48' 00''$ East), along the most northerly north line of said 346.909 acre tract and the south line of said Tract 180, a distance of 545.01 feet to a five-eighths inch iron rod found in concrete at the most northerly northeast corner of said 346.909 acre tract; same being the southeast corner of said Tract 180;

THENCE South $03^{\circ} 00' 11''$ East, along the most northerly east line of said 346.909 acre tract and a west line of said B.C.I.C. S/D No. 9, a distance of 140.30 feet (called South $03^{\circ} 00' 00''$ East, 140.08 feet) to a three-eighths inch iron rod found in concrete at an interior ell corner of said 346.909 acre tract and a southwest corner of said B.C.I.C. S/D No. 9;

THENCE North $86^{\circ} 59' 22''$ East (called North $87^{\circ} 00' 00''$ East), along the north line of said 346.909 acre tract and a northerly south line of said B.C.I.C. S/D No. 9, at 1,728.87 feet (called 1,728.70 feet) pass a three-eighths inch iron rod found on line, at 1,933.20 feet (called 1,933.00 feet) pass a railroad bridge bolt found on line, and continuing for a total distance of 2,246.40 feet to a five-eighths inch iron rod set at the northeast corner of said 346.909 acre tract; same being an interior ell corner of said B.C.I.C. S/D No. 9;

THENCE South $02^{\circ} 44' 33''$ East along the east line of said 346.909 acre tract and a west line of said B.C.I.C. S/D No. 9, a distance of 3,944.26 feet (called South $03^{\circ} 44' 30''$ East, 3,945.41 feet) to a point in water at the southeast corner of said 346.909 acre tract; same being the northeast corner of said 105.52 acre tract; from which a one-half inch iron rod with cap found at the southeast corner of said 105.52 acre tract bears South $02^{\circ} 44' 33''$ East, 701.23 feet (called South $02^{\circ} 44' 00''$ East, 700.0 feet);

THENCE South $86^{\circ} 45' 14''$ West, along the most easterly south line of said 346.909 acre tract and the most easterly north line of said 105.52 acre tract, at 147.78 feet (called 148.0 feet) pass a one-half inch iron pipe found on line, at 592.38 feet (called 592.43 feet) pass a three-eighths inch iron rod with cap found 1.15 feet south of this line, and continuing for a total distance of 1,897.21 feet (called South $86^{\circ} 47' 33''$ West, 1,897.10 feet) to a three-fourths inch iron pipe found at the most southerly southwest corner of said 346.909 acre tract and an interior ell corner of said 105.52 acre tract;

THENCE North $03^{\circ} 13' 55''$ West, along the most southerly west line of said 346.909 acre tract and a northerly east line of said 105.52 acre tract, a distance of 600.13 feet (called North $03^{\circ} 14' 14''$ West, 600.34 feet), to a one-half inch iron pipe found at an interior ell corner of said 346.909 acre tract and a northerly northeast corner of said 105.52 acre tract;

THENCE South $86^{\circ} 44' 09''$ West, along a south line of said 346.909 acre tract and a north line of said 105.52 acre tract, a distance of 1,249.82 feet (called South $86^{\circ} 44' 37''$ West, 1,249.80 feet) to a five-eighths inch iron rod found for corner;

DESCRIPTION OF 305.672 ACRES

PAGE 4 OF 4 PAGES

THENCE North 03° 46' 27" East, along a west line of said 346.909 acre tract and an east line of said 105.52 acre tract, a distance of 88.61 feet (called North 04° 01' 00" East, 88.56 feet) to a five-eighths inch iron rod found for corner;

THENCE North 85° 19' 09" West, along a south line of said 346.909 acre tract and a north line of said 105.52 acre tract, a distance of 379.91 feet (called North 85° 14' 23" West, 380.60 feet) to a five-eighths inch iron rod found for corner;

THENCE South 47° 42' 38" West, along a southeast line of said 346.909 acre tract and a northwest line of said 105.52 acre tract, a distance of 221.91 feet (called South 47° 19' 09" West, 221.27 feet) to a five-eighths inch iron rod found for corner;

THENCE South 86° 50' 46" West, along the most westerly south line of said 346.909 acre tract and the most westerly north line of said 105.52 acre tract, a distance of 760.83 feet (called South 86° 51' 33" West, 761.31 feet) to the POINT OF BEGINNING and containing 305.672 acres of land. Each five-eighths inch iron rod described as set in this description has a plastic cap marked "Baker & Lawson". The description herein is based on a survey made in March, April, and May, 2012 by Baker & Lawson, Inc.

CERTIFIED CORRECT:

Cecil J. Booth
Registered Professional Land Surveyor
Registration No. 2061

Date: 18 May 12

Job No. 10858



Tract 136



BEING A 4.998 ACRE TRACT OF LAND IN THE FREDERICK J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS; SAID 4.998 ACRE TRACT BEING TRACT 136 OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION (B.C.I.C.) SUBDIVISION (S/D) NO. 9 RECORDED IN VOLUME 2, PAGE 141 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; SAID TRACT 136 BEING CONVEYED TO MIKE SORRELL FROM DAVID MELASS BY DEED DATED APRIL 24, 2006 AND RECORDED UNDER COUNTY CLERK'S FILE NO. 2006024870 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS; THE BEARINGS STATED IN THIS DESCRIPTION ARE GRID BEARINGS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983; DISTANCES ARE HORIZONTAL GROUND LEVEL LENGTHS AND MAY BE CONVERTED TO GRID DISTANCES USING THE COMBINED FACTOR OF 0.9998819; SAID 4.998 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a one-half inch iron rod found at the southeast corner of Tract 135 and on the north line of Tract 167 of said B.C.I.C. S/D No. 9; same being at the intersection of the south and west lines of a 30 feet wide platted, unimproved road; thence as follows:

North 03° 06' 52" West along the east line of said Tract 135 and the west line of said 30 feet wide road, a distance of 27.97 feet and North 87° 11' 05" East a distance of 30.00 feet to a five-eighths inch iron rod set for the southwest corner of said Tract 136 and POINT OF BEGINNING of the herein described tract; same being the intersection of the north and east lines of said 30 feet wide road;

THENCE North 03° 06' 52" West, along the east line of said Tract 136 and the east line of said 30 feet wide road, a distance of 672.39 feet to a five-eighths inch iron rod set for the northwest corner of said Tract 136 and on the south line of Tract 132 of said B.C.I.C. S/D No. 9;

THENCE North 87° 11' 05" East, along the common line of said Tracts 136 and 132, a distance of 323.33 feet (called 324.1 feet) to a five-eighths inch iron rod set at the northeast corner of said Tract 136 and on the west line of a 30 feet wide platted, unimproved road;

THENCE South 03° 11' 51" East, along the east line of said Tract 136 and the west line of said 30 feet wide road, a distance of 672.40 feet to a five-eighths inch iron rod set at the southeast corner of said Tract 136 and at the intersection of the north and west lines of a 30 feet wide platted, unimproved road;

DESCRIPTION OF TRACT 136

PAGE 2 OF 2 PAGES

THENCE South 87° 11' 05" West, along the south line of said Tract 136 and the north line of said 30 feet wide road, a distance of 324.31 feet (called 324.1 feet) to the POINT OF BEGINNING and containing 4.998 acres of land. Each five-eighths inch iron rod described as set in this description has a plastic cap marked "Baker & Lawson". The description herein is based on a survey made in March, April, and May, 2012 by Baker & Lawson, Inc.

CERTIFIED CORRECT:

CJBooth

Cecil J. Booth
Registered Professional Land Surveyor
Registration No. 2061

Date: 18 May 12
Job No. 10858



TRACT 140



BEING A 4.976 ACRE TRACT OF LAND IN THE FREDERICK J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS; SAID 4.976 ACRE TRACT BEING TRACT 140 OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION (B.C.I.C.) SUBDIVISION (S/D) NO. 9 RECORDED IN VOLUME 2, PAGE 141 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; SAID TRACT 140 BEING CONVEYED TO MIKE SORRELL FROM DAVID MELASS BY DEED DATED APRIL 24, 2006 AND RECORDED UNDER COUNTY CLERK'S FILE NO. 2006024870 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS; THE BEARINGS STATED IN THIS DESCRIPTION ARE GRID BEARINGS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983; DISTANCES ARE HORIZONTAL GROUND LEVEL LENGTHS AND MAY BE CONVERTED TO GRID DISTANCES USING THE COMBINED FACTOR OF 0.9998819; SAID 4.976 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a one and one-fourth inch iron pipe found at the northwest corner of Tract 166 of said B.C.I.C. S/D No. 9; same being at the intersection of the south and east lines of a 30 feet wide platted, unimproved road; thence as follows:

North 87° 11' 05" East along the north line of said Tract 166 and the south line of said 30 feet wide road, a distance of 311.59 feet to a five-eighths inch iron rod set at an interior ell corner of said Tract 166 and at the intersection with the east line of another 30 feet wide platted, unimproved road;

North 03° 11' 51" West along the east line of said 30 feet wide road and along the west lines of Tracts 137 through 139 of said B.C.I.C. S/D No. 9, a distance of 814.11 feet to a five-eighths inch iron rod set for the common west corner of said Tracts 139 and 140 and the POINT OF BEGINNING of the herein described tract;

THENCE North 03° 11' 51" West along the west line of said Tract 140 and the east line of said 30 feet wide road, a distance of 262.09 feet (called 262.1 feet) to a five-eighths inch iron rod set for the common west corner of Tracts 140 and 141 of said B.C.I.C. S/D No. 9;

THENCE North 87° 11' 05" East along the common line of said Tracts 140 and 141, a distance of 827.00 feet to a concrete monument with a brass disk stamped SE 141 SUBD 9 found at the common corner of Tracts 140, 141, 148 and 149 of said B.C.I.C. S/D No. 9;

THENCE South 03° 11' 51" East along the common line of said Tracts 140 and 149, a distance of 262.09 feet (called 262.1 feet) to a five-eighths inch iron rod with cap found at the common corner of Tracts 139, 140, 149 and 150 of said B.C.I.C. S/D No. 9;

DESCRIPTION OF TRACT 140
PAGE 2 OF 2 PAGES

THENCE South 87° 11' 05" West along the common line of said Tracts 139 and 140, a distance of 827.00 feet to the POINT OF BEGINNING and containing 4.976 acres of land. Each five-eighths inch iron rod described as set in this description has a plastic cap marked "Baker & Lawson". The description herein is based on a survey made in March, April, and May, 2012 by Baker & Lawson, Inc.

CERTIFIED CORRECT:

Cecil J. Booth

Cecil J. Booth
Registered Professional Land Surveyor
Registration No. 2061

Date: 18 May 12
Job No. 10858



Tract 154



BEING A 5.112 ACRE TRACT OF LAND IN THE FREDERICK J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS; SAID 5.112 ACRE TRACT BEING TRACT 154 OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION (B.C.I.C.) SUBDIVISION (S/D) NO. 9 RECORDED IN VOLUME 2, PAGE 141 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; SAID TRACT 154 BEING CONVEYED TO MIKE SORRELL FROM DAVID MELASS BY DEED DATED APRIL 24, 2006 AND RECORDED UNDER COUNTY CLERK'S FILE NO. 2006024870 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS; THE BEARINGS STATED IN THIS DESCRIPTION ARE GRID BEARINGS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983; DISTANCES ARE HORIZONTAL GROUND LEVEL LENGTHS AND MAY BE CONVERTED TO GRID DISTANCES USING THE COMBINED FACTOR OF 0.9998819; SAID 5.112 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a five-eighths inch iron rod with cap found at the southeast corner of said Tract 154, at the northeast corner of 155 of said B.C.I.C. S/D No. 9 and on the west line of a 30 feet wide platted, unimproved road;

THENCE South 86° 45' 39" West along the common line of said Tracts 154 and 155, a distance of 729.96 feet (called 730 feet) to a one-half inch iron rod found at the common corner of 154, 155, 164 and 165 of said B.C.I.C. S/D No. 9; from which a one and one-fourth inch iron pipe found at the common west corner of said Tracts 164 and 165 bears South 86° 50' 14" West, 733.02 feet;

THENCE North 03° 10' 52" West along the common line of said Tracts 154 and 165, a distance of 305.31 feet (called 304.75 feet) to a five-eighths inch iron rod set for the common corner of Tracts 153, 154, 165 and 166 of said B.C.I.C. S/D No. 9;

THENCE North 86° 47' 59" East along the common line of said Tracts 153 and 154, a distance of 729.97 feet (called 730 feet) to a five-eighths inch iron rod with cap found at the common east corner of said Tracts 153 and 154 and on the west line of said 30 feet wide road;

DESCRIPTION OF TRACT 154

PAGE 2 OF 2 PAGES

THENCE South 03° 10' 44" East along the east line of said Tract 154 and the west line of said 30 feet wide road, a distance of 304.81 feet (called 304.75 feet) to the POINT OF BEGINNING and containing 5.112 acres of land. Each five-eighths inch iron rod described as set in this description has a plastic cap marked "Baker & Lawson". The description herein is based on a survey made in March, April, and May, 2012 by Baker & Lawson, Inc.

CERTIFIED CORRECT:

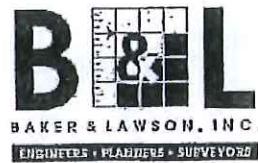
C J Booth

Cecil J. Booth
Registered Professional Land Surveyor
Registration No. 2061

Date: 18 May 12
Job No. 10858



TRACT 156 & 163



BEING A 10.224 ACRE TRACT OF LAND IN THE FREDERICK J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS; SAID 10.224 ACRE TRACT BEING TRACTS 156 AND 163 OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION (B.C.I.C.) SUBDIVISION (S/D) NO. 9 RECORDED IN VOLUME 2, PAGE 141 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; SAID TRACTS 156 AND 163 BEING CONVEYED TO MIKE SORRELL FROM DAVID MELASS BY DEED DATED APRIL 24, 2006 AND RECORDED UNDER COUNTY CLERK'S FILE NO. 2006024870 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS; THE BEARINGS STATED IN THIS DESCRIPTION ARE GRID BEARINGS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983; DISTANCES ARE HORIZONTAL GROUND LEVEL LENGTHS AND MAY BE CONVERTED TO GRID DISTANCES USING THE COMBINED FACTOR OF 0.9998819; SAID 10.224 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a one inch iron pipe found at the common west corner of Tracts 163 and 162 of said B.C.I.C. S/D No. 9 and on the east line of a 30 feet wide platted, unimproved road;

THENCE North 03° 13' 20" West along the west line of said Tract 163 and the east line of said 30 feet wide road, a distance of 304.67 feet (called 304.75 feet) to a five-eighths inch iron rod set for the common west corner of Tracts 163 and 164 of said B.C.I.C. S/D No. 9; from which a one and one-quarter inch iron pipe found at the common west corner of Tracts 164 and 165 of said B.C.I.C. S/D No. 9 bears North 03° 13' 20" West, 304.67 feet;

THENCE North 86° 50' 21" East along the common line of said Tracts 163 and 164, a distance of 732.71 feet (called 732 feet) to a one-half inch iron rod found at the common corner of Tracts 155, 156, 163 and 164 of said B.C.I.C. S/D No. 9;

THENCE North 86° 46' 44" East along the common line of said Tracts 155 and 156, a distance of 730.04 feet (called 730 feet) to a five-eighths inch iron rod with cap found at the common east corner of said Tracts 155 and 156 and on the west line of a 30 feet wide platted, unimproved road;

THENCE South 03° 10' 44" East along the east line of said Tract 156 and the west line of said 30 feet wide road, a distance of 304.84 feet (called 304.75 feet) to a five-eighths inch iron rod found at the common east corner of Tracts 156 and 157 of said B.C.I.C. S/D No. 9;

THENCE South 86° 49' 33" West along the common line of said Tracts 156 and 157, a distance of 729.86 feet (called 730 feet) to a two inch iron pipe found at the common corner of said Tracts 155, 156, 162 and 163;

DESCRIPTION OF TRACTS 156 & 163

PAGE 2 OF 2 PAGES

THENCE South 86° 48' 21" West along the common line of said Tracts 162 and 163, a distance of 732.67 feet (called 732 feet) to the POINT OF BEGINNING and containing 10.224 acres of land. Each five-eighths inch iron rod described as set in this description has a plastic cap marked "Baker & Lawson". The description herein is based on a survey made in March, April, and May, 2012 by Baker & Lawson, Inc.

CERTIFIED CORRECT:

CJ Booth

Cecil J. Booth
Registered Professional Land Surveyor
Registration No. 2061

Date: 18 May 12
Job No. 10858



Tract 158-161



BEING A 20.595 ACRE TRACT OF LAND IN THE FREDERICK J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS; SAID 20.595 ACRE TRACT BEING TRACTS 158, 159, 160, AND 161 OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION (B.C.I.C.) SUBDIVISION (S/D) NO. 9 RECORDED IN VOLUME 2, PAGE 141 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; SAID TRACTS 158, 159, 160, AND 161 BEING CONVEYED TO MIKE SORRELL FROM DAVID MELASS BY DEED DATED APRIL 24, 2006 AND RECORDED UNDER COUNTY CLERK'S FILE (C.C.F.) NO. 2006024870 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS (O.R.B.C.T.); THE BEARINGS STATED IN THIS DESCRIPTION ARE GRID BEARINGS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983; DISTANCES ARE HORIZONTAL GROUND LEVEL LENGTHS AND MAY BE CONVERTED TO GRID DISTANCES USING THE COMBINED FACTOR OF 0.9998819; SAID 20.595 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a one-half inch iron pipe found at the common west corner of Tracts 161 and 162 of said B.C.I.C. S/D No. 9 and on the east line of a 30 feet wide platted, unimproved road;

THENCE North 86° 50' 02" East along the common line of said Tracts 161 and 162, a distance of 732.52 feet (called 732 feet) to a three inch iron pipe found at the common corner of Tracts 157, 158, 161 and 162 of said B.C.I.C. S/D No. 9;

THENCE North 86° 47' 59" East along the common line of said Tracts 157 and 158, a distance of 729.78 feet (called 730 feet) to a five-eighths inch iron rod with cap found at the common east corner of said Tracts 157 and 158 and on the west line of a platted, unimproved road;

THENCE South 03° 10' 44" East along the east line of said Tracts 158 and 159 and the west line of said 30 feet wide road, at 609.04 feet (called 609.5 feet) pass a five-eighths inch iron rod with cap found at the monumented southeast corner of said Tract 159, and continuing for a total distance of 615.92 feet to a five-eighths inch iron rod set for the southeast corner of said Tract 159 and on the north line of a 30 feet wide platted, unimproved road; said set five-eighths inch iron rod being situated 30 feet north of and at right angles to the north line of that 346.909 acre tract conveyed to Michael J. Sorrell and Wife, Lori E. Sorrell from Katherine Cullen Burton, et al, Trustees of the Roy G. Cullen Trust for the Benefit of Roy Henry Cullen, the Roy G. Cullen Trust for the Benefit of Harry Holmes Cullen and the Roy G. Cullen Trust for the Benefit of Cornelia Cullen Long recorded under C.C.F. No. 01-011002 of the O.R.B.C.T.; from said set five-eighths inch iron rod a five-eighths inch iron rod set at the northeast corner of said 346.909 acre tract bears South 03° 10' 44" East, 30.00 feet and North 86° 59' 22" East, 7.79 feet;

DESCRIPTION OF TRACTS 158, 159, 160, AND 161

PAGE 2 OF 2 PAGES

THENCE South $86^{\circ} 59' 22''$ West along the south line of said Tract 159, the north line of said 30 feet wide road, and 30 feet north of and parallel to the north line of said 346.909 acre tract, a distance of 729.30 feet (called 730 feet) to a five-eighths inch iron rod set for the common south corner of said Tracts 159 and 160; from which a found one inch iron pipe (laid over) bears North $03^{\circ} 13' 21''$ West, 4.15 feet;

THENCE South $86^{\circ} 59' 22''$ West along the south line of said Tract 160, the north line of said 30 feet wide road, and 30 feet north of and parallel to the north line of said 346.909 acre tract, a distance of 732.54 feet (called 732 feet) to a five-eighths inch iron rod set for the southwest corner of said Tract 160; same being at the intersection with the east line of another 30 feet wide platted, unimproved road;

THENCE North $03^{\circ} 13' 20''$ West along the west line of said Tracts 160 and 161 and the east line of said 30 feet wide road, a distance of 611.52 feet (called 609.5 feet) to the POINT OF BEGINNING and containing 20.595 acres of land. Each five-eighths inch iron rod described as set in this description has a plastic cap marked "Baker & Lawson". The description herein is based on a survey made in March, April, and May, 2012 by Baker & Lawson, Inc.

CERTIFIED CORRECT:

CJBooth

Cecil J. Booth
Registered Professional Land Surveyor
Registration No. 2061

Date: 18 May 12
Job No. 10858



Tract 166



BEING A 4.900 ACRE TRACT OF LAND IN THE FREDERICK J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS; SAID 4.900 ACRE TRACT BEING TRACT 166 OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION (B.C.I.C.) SUBDIVISION (S/D) NO. 9 RECORDED IN VOLUME 2, PAGE 141 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; SAID TRACT 166 BEING CONVEYED TO MIKE SORRELL FROM DAVID MELASS BY DEED DATED APRIL 24, 2006 AND RECORDED UNDER COUNTY CLERK'S FILE NO. 2006024870 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS; THE BEARINGS STATED IN THIS DESCRIPTION ARE GRID BEARINGS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983; DISTANCES ARE HORIZONTAL GROUND LEVEL LENGTHS AND MAY BE CONVERTED TO GRID DISTANCES USING THE COMBINED FACTOR OF 0.9998819; SAID 4.900 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a one and one-fourth inch iron pipe found at the northwest corner of said Tract 166 and the intersection of the south and east lines of two 30 feet wide platted, unimproved roads;

THENCE North 87° 11' 05" East along the north line of said Tract 166 and the south line of said 30 feet wide road, a distance of 311.59 feet (called 317.6 feet) to a five-eighths inch iron rod set at an interior ell corner of said Tract 166 and at the intersection with the east line of another 30 feet wide platted, unimproved road;

North 03° 11' 51" West along the northern west line of said Tract 166 and the east line of said 30 feet wide road, a distance of 30.00 feet to a five-eighths inch iron rod set for the common west corner of Tracts 137 and 166 of said B.C.I.C. S/D No. 9;

THENCE North 87° 11' 05" East along the common line of said Tracts 137 and 166, a distance of 421.88 feet (called 440.1 feet) to a point in water at the common north corner of Tracts 153 and 166 of said B.C.I.C. S/D No. 9;

THENCE South 03° 10' 52" East along the common line of said Tracts 153 and 166, a distance of 301.34 feet (called 304.75 feet) to a five-eighths inch iron rod set for the common corner of Tracts 153, 154, 164, and 165 of said B.C.I.C. S/D No. 9; from which a five-eighths inch iron rod with cap found at the common east corner of said Tracts 153 and 154 bears North 86° 47' 59" East, 729.97 feet;

THENCE South 86° 47' 59" West along the common line of said Tracts 165 and 166, a distance of 733.24 feet to a five-eighths inch iron rod set for the common west corner of said Tracts 165 and 166 and on the east line of a 30 feet wide platted, unimproved road;

DESCRIPTION OF TRACT 166

PAGE 2 OF 2 PAGES

THENCE North 03° 13' 20" West along the west line of said Tract 166 and the east line of said 30 feet wide road, a distance of 276.27 feet (called 276.2 feet) to the POINT OF BEGINNING and containing 4.900 acres of land. Each five-eighths inch iron rod described as set in this description has a plastic cap marked "Baker & Lawson". The description herein is based on a survey made in March, April, and May, 2012 by Baker & Lawson, Inc.

CERTIFIED CORRECT:

Cecil J. Booth

Cecil J. Booth
Registered Professional Land Surveyor
Registration No. 2061

Date: 16 May 12

Job No. 10858



Tract 167



BEING A 4.504 ACRE TRACT OF LAND IN THE FREDERICK J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS; SAID 4.504 ACRE TRACT BEING TRACT 167 OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION (B.C.I.C.) SUBDIVISION (S/D) NO. 9 RECORDED IN VOLUME 2, PAGE 141 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; SAID TRACT 167 BEING CONVEYED TO SORRELL FAMILY LIMITED PARTNERSHIP #2, LTD. FROM TAMARA ANN FOLLETT WEIKEL AND KALYNDA FOLLETT, AS DEVISEES UNDER THE WILL OF MARTIN DEWEY FOLLETT, JR. BY DEED DATED JANUARY 10, 2008 AND RECORDED UNDER COUNTY CLERK'S FILE NO. 2008003493 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS; A 37.5% INTEREST IN SAID TRACT 167 BEING CONVEYED TO DOW CHEMICAL COMPANY FROM HOUSTON BANK AND TRUST COMPANY BY DEED DATED JULY 15, 1969 AND RECORDED IN VOLUME 1037, PAGE 901 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS; THE BEARINGS STATED IN THIS DESCRIPTION ARE GRID BEARINGS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983; DISTANCES ARE HORIZONTAL GROUND LEVEL LENGTHS AND MAY BE CONVERTED TO GRID DISTANCES USING THE COMBINED FACTOR OF 0.9998819; SAID 4.504 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a five-eighths inch iron rod found at the northeast corner of Tract 174, on the south line of Tract 135 said B.C.I.C. S/D No. 9, and on the west line of a 30 feet wide platted, unimproved road; thence as follows:

North 87° 18' 51" East along the south line of said Tract 135 and across the end of said 30 feet wide road, a distance of 30.00 feet to a five-eighths inch iron rod set for the northwest corner of said Tract 167 and the POINT OF BEGINNING of the herein described tract of land on the east line of said 30 feet wide road;

THENCE North 87° 18' 51" East along the common line of said Tracts 135 and 167, at 665.87 feet pass a one-half inch iron rod found at the southeast corner of said Tract 135 and on the south line of a 30 feet wide platted, unimproved road, at 702.37 feet pass a one-half inch iron rod found on line, and continuing for a total distance of 708.63 feet (called 723.4 feet) to a five-eighths inch iron rod set for the northeast corner of said Tract 167 and at the intersection with the west line of a 30 feet wide platted, unimproved road;

THENCE South 03° 13' 20" East along the east line of said Tract 167 and the west line of said 30 feet wide road, a distance of 276.14 feet (called 276.2 feet) to a five-eighths inch iron rod set for the common east corner of Tracts 167 and 168 of said B.C.I.C. S/D No. 9;

TRACT 168



BEING A 4.980 ACRE TRACT OF LAND IN THE FREDERICK J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS; SAID 4.980 ACRE TRACT BEING TRACT 168 OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION (B.C.I.C.) SUBDIVISION (S/D) NO. 9 RECORDED IN VOLUME 2, PAGE 141 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; SAID TRACT 168 BEING CONVEYED TO MIKE SORRELL FROM DAVID MELASS BY DEED DATED APRIL 24, 2006 AND RECORDED UNDER COUNTY CLERK'S FILE NO. 2006024870 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS; THE BEARINGS STATED IN THIS DESCRIPTION ARE GRID BEARINGS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983; DISTANCES ARE HORIZONTAL GROUND LEVEL LENGTHS AND MAY BE CONVERTED TO GRID DISTANCES USING THE COMBINED FACTOR OF 0.9998819; SAID 4.980 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a five-eighths inch iron rod found at the northeast corner of Tract 174, on the south line of Tract 135 of said B.C.I.C. S/D No. 9, and on the west line of a 30 feet wide platted, unimproved road; thence as follows:

North 87° 18' 51" East along the south line of said Tract 135 and across the end of said 30 feet wide road, a distance of 30.00 feet to a five-eighths inch iron rod set for the northwest corner of Tract 167 of said B.C.I.C. S/D No. 9, and on the east line of said 30 feet wide road;

South 03° 00' 11" East along the west line of said Tract 167 and the east line of said 30 feet wide road, a distance of 277.21 feet (called 276.2 feet) to a five-eighth inch iron rod set for the common west corner of said Tracts 167 and 168 and the POINT OF BEGINNING of the herein described tract of land;

THENCE North 87° 13' 39" East along the common line of said Tracts 167 and 168, at 703.55 feet pass a one-half inch iron rod found one line, and continuing for a total distance of 709.68 feet (called 723.4 feet) to a five-eighths inch iron rod set for the common east corner of said Tracts 167 and 168 on the west line of a 30 feet wide platted, unimproved road;

THENCE South 03° 13' 20" East along the east line of said Tract 168 and the west line of said 30 feet wide road, a distance of 305.00 feet (called 304.75feet) to a five-eighths inch iron rod set for the common east corner of Tracts 168 and 169 of said B.C.I.C. S/D No. 9;

THENCE South 87° 09' 27" West along the common line of said Tracts 168 and 169, a distance of 710.84 feet (called 723.4 feet) to a five-eighths inch iron rod set for the common west corner of said Tracts 168 and 169 and on the east line of a 30 feet wide platted, unimproved road;

DESCRIPTION OF TRACT 168

PAGE 2 OF 2 PAGES

THENCE North 03° 00' 11" West along the west line of said Tract 168 and the east line of said 30 feet wide road, a distance of 305.87 feet (called 304.75 feet) to the POINT OF BEGINNING and containing 4.980 acres of land. Each five-eighths inch iron rod described as set in this description has a plastic cap marked "Baker & Lawson". The description herein is based on a survey made in March, April, and May, 2012 by Baker & Lawson, Inc.

CERTIFIED CORRECT:

Cecil J. Booth

Cecil J. Booth
Registered Professional Land Surveyor
Registration No. 2061

Date: 18 May 12
Job No. 10858



DESCRIPTION OF TRACTS 170 & 171

PAGE 2 OF 2 PAGES

THENCE North 03° 00' 11" West along the west line of said Tracts 170 and 171 and the east line of said 30 feet wide road, a distance of 611.74 feet (called 609.50 feet) to the POINT OF BEGINNING and containing 10.001 acres of land. Each five-eighths inch iron rod described as set in this description has a plastic cap marked "Baker & Lawson". The description herein is based on a survey made in March, April, and May, 2012 by Baker & Lawson, Inc.

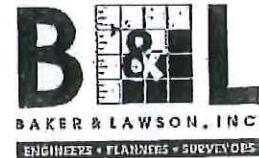
CERTIFIED CORRECT:

Cecil J. Booth
Registered Professional Land Surveyor
Registration No. 2061

Date: 18 May 12
Job No. 10858



TRACT 173



BEING A 5.039 ACRE TRACT OF LAND IN THE FREDERICK J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS; SAID 5.039 ACRE TRACT BEING TRACT 173 OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION (B.C.I.C.) SUBDIVISION (S/D) NO. 9 RECORDED IN VOLUME 2, PAGE 141 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; SAID TRACT 173 BEING CONVEYED TO MIKE SORRELL FROM DAVID MELASS BY DEED DATED APRIL 24, 2006 AND RECORDED UNDER COUNTY CLERK'S FILE (C.C.F.) NO. 2006024870 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS (O.R.B.C.T.); THE BEARINGS STATED IN THIS DESCRIPTION ARE GRID BEARINGS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983; DISTANCES ARE HORIZONTAL GROUND LEVEL LENGTHS AND MAY BE CONVERTED TO GRID DISTANCES USING THE COMBINED FACTOR OF 0.9998819; SAID 5.039 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a three-eighths inch iron rod found in concrete at a southwest corner of said B.C.I.C. S/D No. 9 and at an interior ell corner of a 346.909 acre tract of land conveyed to Michael J. Sorrell and wife, Lori E. Sorrell from Katherine Cullen Burton, et al, Trustees of the Roy G. Cullen Trust for the benefit of Roy Henry Cullen, the Roy G. Cullen Trust for the benefit of Harry Holmes Cullen and the Roy G. Cullen Trust for the benefit of Cornelia Cullen Long recorded under C.C.F. No. 01-011002 of the O.R.B.C.T.; same being at the intersection of the west and south lines of two 30 feet wide platted, unimproved roads; thence as follows:

North 03° 00' 11" West along a west line of said B.C.I.C. S/D No. 9 and a northerly east line of said 346.909 acre tract, a distance of 30.00 feet and North 86° 59' 22" East across said 30 feet wide road, a distance of 30.00 feet to a five-eighths inch iron rod set for the southwest corner of said Tract 173 and the POINT OF BEGINNING of the herein described tract of land and on east line of said 30 feet wide road;

THENCE North 03° 00' 11" West along the west line of said Tract 173 and the east line of said 30 feet wide road, a distance of 305.87 feet (called 304.75 feet) to a five-eighths inch iron rod set for the common west corner of Tracts 172 and 173 of said B.C.I.C. S/D No. 9;

THENCE North 86° 52' 47" East along the common line of said Tracts 172 and 173, a distance of 715.51 feet (called 723.4 feet) to a five-eighths inch iron rod set for the common east corner of said Tracts 172 and 173 on the west line of a 30 feet wide platted, unimproved road;

THENCE South 03° 13' 20" East along the east line of said Tract 173 and the west line of said 30 feet wide road, a distance of 307.24 feet (called 304.75 feet) to a five-eighths inch iron rod set for the southeast corner of said Tract 173 and at the intersection of the west line of said 30 feet wide road with the north line of another 30 feet wide platted, unimproved road; said corner being situated 30 feet north of and at right angles to the north line said 346.909 acre tract;

DESCRIPTION OF TRACT 173

PAGE 2 OF 2 PAGES

THENCE South 86° 59' 22" West along the south line of said Tract 173, the north line of said 30 feet wide road, and 30 feet north of and parallel to the north line of said 346.909 acre tract, a distance of 716.68 feet (called 723.4 feet) to the POINT OF BEGINNING and containing 5.039 acres of land. Each five-eighths inch iron rod described as set in this description has a plastic cap marked "Baker & Lawson". The description herein is based on a survey made in March, April, and May, 2012 by Baker & Lawson, Inc.

CERTIFIED CORRECT:



Cecil J. Booth
Registered Professional Land Surveyor
Registration No. 2061

Date: 18 MAY 12
Job No. 10858



Tracts 133-135
+ 174-180



BEING A 50.210 ACRE TRACT OF LAND IN THE FREDERICK J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS; SAID 50.210 ACRE TRACT BEING TRACTS 133 THROUGH 135 AND TRACTS 174 THROUGH 180 OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION (B.C.I.C.) SUBDIVISION (S/D) NO. 9 RECORDED IN VOLUME 2, PAGE 141 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; SAID TRACTS 133 AND 134 BEING CONVEYED TO MIKE SORRELL TRUCKING AND MATERIALS, INC. FROM THE CITY OF FREEPORT BY DEED DATED SEPTEMBER 4, 2007 AND RECORDED UNDER COUNTY CLERK'S FILE (C.C.F.) NO. 2012014068 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS (O.R.B.C.T.); SAID TRACT 135 BEING CONVEYED TO MICHAEL J. SORRELL FROM JAMES E. THOMPSON AND WIFE, DELTA H. THOMPSON BY DEED DATED NOVEMBER 6, 2007 AND RECORDED UNDER C.C.F. NO. 2008000500 OF THE O.R.B.C.T.; A ONE-HALF INTEREST IN SAID TRACT 174 BEING CONVEYED TO MIKE SORRELL FROM DAVID MELASS BY DEED DATED APRIL 24, 2006 AND RECORDED UNDER C.C.F. NO. 2006024870 OF THE O.R.B.C.T.; AND TRACTS 175 THROUGH 180 BEING CONVEYED TO MIKE SORRELL FROM DAVID MELASS BY DEED DATED APRIL 24, 2006 AND RECORDED UNDER C.C.F. NO. 2006024870 OF THE O.R.B.C.T.; THE BEARINGS STATED IN THIS DESCRIPTION ARE GRID BEARINGS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983; DISTANCES ARE HORIZONTAL GROUND LEVEL LENGTHS AND MAY BE CONVERTED TO GRID DISTANCES USING THE COMBINED FACTOR OF 0.9998819; SAID 50.210 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a five-eighths inch iron rod found in concrete at the southeast corner of said Tract 180 and at the most northerly northeast corner of a 346.909 acre tract of land conveyed to Michael J. Sorrell and wife, Lori E. Sorrell from Katherine Cullen Burton, et al, Trustees of the Roy G. Cullen Trust for the benefit of Roy Henry Cullen, the Roy G. Cullen Trust for the benefit of Harry Holmes Cullen and the Roy G. Cullen Trust for the benefit of Cornelia Cullen Long recorded under C.C.F. No. 01-011002 of the O.R.B.C.T.; same being on the west line of a 30 feet wide platted, unimproved road;

THENCE South 86° 47' 22" West, along the south line of said Tract 180 and the north line of said 346.909 acre tract, at 545.01 feet pass a five-eighths inch iron rod set on line, at 892.16 feet pass a five-eighths inch iron rod set on the right descending bank of the cut off portion of Oyster Creek, and continuing for a total distance of 907.16 feet to a point for corner at the right descending water's edge of the cut off portion of Oyster Creek;

THENCE in a northerly direction along the right descending water's edge of the cut off portion of Oyster Creek and the west lines of said Tracts 133 through 135 and said Tracts 174 through 180 with the following thirteen (13) meanders:

1. North 14° 44' 30" East a distance of 12.11 feet;

DESCRIPTION OF TRACTS 133 - 135 AND 174 - 180

PAGE 2 OF 3 PAGES

2. North 03° 02' 56" East a distance of 234.93 feet;
3. North 01° 59' 52" East a distance of 250.25 feet;
4. North 03° 16' 02" West a distance of 270.32 feet;
5. North 02° 28' 36" West a distance of 255.61 feet;
6. North 06° 20' 35" East a distance of 199.04 feet;
7. North 17° 18' 51" East a distance of 75.18 feet;
8. North 22° 31' 49" East a distance of 333.02 feet;
9. North 27° 19' 06" East a distance of 164.54 feet;
10. North 29° 18' 41" East a distance of 319.57 feet;
11. North 25° 14' 24" East a distance of 235.12 feet;
12. North 22° 43' 36" East a distance of 248.80 feet; and
13. North 18° 39' 51" East a distance of 294.24 feet to a point for the common west corner of Tracts 132 and 133 of said B.C.I.C. S/D No. 9;

THENCE North 87° 11' 05" East along the common line of said Tracts 132 and 133, at 15.00 feet pass a five-eighths inch iron rod set on the set on the right descending bank of the cut off portion of Oyster Creek, and continuing for a total distance of 766.50 feet to a five-eighths inch iron rod set for the east corner of said Tract 133 and on the west line of a 30 feet wide platted, unimproved road;

THENCE South 03° 06' 52" East along the east line of said Tracts 133 through 135 and the west line of said 30 feet wide road, 268.62 feet a five-eighths inch iron rod set at the common east corner of said Tracts 133 and 134, at 490.82 feet pass a one-half inch iron rod found at the common east corner of said Tracts 134 and 135, and continuing for a total distance of 700.36 feet to a one-half inch iron rod found at the southeast corner of said Tract 135 and on the north line of Tract 167 of said B.C.I.C. S/D No. 9;

THENCE South 87° 18' 51" West along the common line of said Tracts 135 and 167, at 665.87 feet pass a five-eighths inch iron rod set at the northwest corner of said Tract 167, and continuing for a total distance of 695.87 feet to a five-eighths inch iron rod found at the northeast corner of said Tract 174 on the west line of a 30 feet wide platted, unimproved road;

DESCRIPTION OF TRACTS 133 - 135 AND 174 - 180

PAGE 3 OF 3 PAGES

THENCE South 03° 00' 11" East along the east lines of said Tracts 174 through 180 and the west line of said 30 feet wide road, at 414.99 feet (called 415 feet) pass a five-eighths inch iron rod found at the common east corner of said Tracts 174 and 175, at 715.35 feet (called 715.4 feet) pass a five-eighths inch iron rod found at the common east corner of said Tracts 175 and 176, at 985.20 feet (called 980.6 feet) pass a five-eighths inch iron rod found at the common east corner of said Tracts 176 and 177, at 1,240.80 feet (called 1,236.2 feet) pass a five-eighths inch iron rod found at the common east corner of said Tracts 177 and 178, at 1,491.46 feet (called 1,505.2 feet) pass a five-eighths inch iron rod set to replace the rusty remains of an iron rod found at the common east corner of said Tracts 178 and 179, at 1,760.42 feet (called 1,755.9 feet) pass a five-eighths inch iron rod found at the common east corner of said Tracts 179 and 180, and continuing for a total distance of 2,002.27 feet (called 1,997.9 feet) to the POINT OF BEGINNING and containing 50.210 acres of land. Each five-eighths inch iron rod described as set in this description has a plastic cap marked "Baker & Lawson". The description herein is based on a survey made in March, April, and May, 2012 by Baker & Lawson, Inc.

CERTIFIED CORRECT:

Cecil J. Booth

Cecil J. Booth
Registered Professional Land Surveyor
Registration No. 2061

Date: 16 MAY 12

Job No. 10858



Additional Legal Descriptions for Sorrell Tracts 62, 63, 66 and 67

Tract 62

Approximately 5.00 acres out of the Frederick J. Calvit League, Abstract No. 51, Brazoria County, Texas, being Lot 62, beginning to the east of a 30 feet wide platted, unimproved road

Tract 63

Approximately 5.00 acres out of the Frederick J. Calvit League, Abstract No. 51, Brazoria County, Texas, being Lot 63

Tract 66

Approximately 5.00 acres out of the Frederick J. Calvit League, Abstract No. 51, Brazoria County, Texas, being Lot 66

Tract 67

Approximately 5.00 acres out of the Frederick J. Calvit League, Abstract No. 51, Brazoria County, Texas, being Lot 67

NOTE:
1. WHICH PART IS FALD OUT IF FROM THIS PERSPECTIVE, SEE AND DETERMINE PRECISELY ON ITS
2. THE PERTINENT DISTANCES AND LENGTHS OF LINES IN INCHES ARE SHOWN ON THE SURVEY
3. SURVEYS AND DETAILS OF PROPERTY BOUNDARIES ARE NOT TO BE CONSIDERED AS ACCURATE
4. SURVEYS AND DETAILS OF PROPERTY BOUNDARIES ARE NOT TO BE CONSIDERED AS ACCURATE
5. SURVEYS AND DETAILS OF PROPERTY BOUNDARIES ARE NOT TO BE CONSIDERED AS ACCURATE

AREA SUMMARY TABLE

TRACT#	ACRES
1	1.00
2	1.00
3	1.00
4	1.00
5	1.00
6	1.00
7	1.00
8	1.00
9	1.00
10	1.00
11	1.00
12	1.00
13	1.00
14	1.00
15	1.00
16	1.00
17	1.00
18	1.00
19	1.00
20	1.00
21	1.00
22	1.00
23	1.00
24	1.00
25	1.00
26	1.00
27	1.00
28	1.00
29	1.00
30	1.00
31	1.00
32	1.00
33	1.00
34	1.00
35	1.00
36	1.00
37	1.00
38	1.00
39	1.00
40	1.00
41	1.00
42	1.00
43	1.00
44	1.00
45	1.00
46	1.00
47	1.00
48	1.00
49	1.00
50	1.00
51	1.00
52	1.00
53	1.00
54	1.00
55	1.00
56	1.00
57	1.00
58	1.00
59	1.00
60	1.00
61	1.00
62	1.00
63	1.00
64	1.00
65	1.00
66	1.00
67	1.00
68	1.00
69	1.00
70	1.00
71	1.00
72	1.00
73	1.00
74	1.00
75	1.00
76	1.00
77	1.00
78	1.00
79	1.00
80	1.00
81	1.00
82	1.00
83	1.00
84	1.00
85	1.00
86	1.00
87	1.00
88	1.00
89	1.00
90	1.00
91	1.00
92	1.00
93	1.00
94	1.00
95	1.00
96	1.00
97	1.00
98	1.00
99	1.00
100	1.00
101	1.00
102	1.00
103	1.00
104	1.00
105	1.00
106	1.00
107	1.00
108	1.00
109	1.00
110	1.00
111	1.00
112	1.00
113	1.00
114	1.00
115	1.00
116	1.00
117	1.00
118	1.00
119	1.00
120	1.00
121	1.00
122	1.00
123	1.00
124	1.00
125	1.00
126	1.00
127	1.00
128	1.00
129	1.00
130	1.00
131	1.00
132	1.00
133	1.00
134	1.00
135	1.00
136	1.00
137	1.00
138	1.00
139	1.00
140	1.00
141	1.00
142	1.00
143	1.00
144	1.00
145	1.00
146	1.00
147	1.00
148	1.00
149	1.00
150	1.00
151	1.00
152	1.00
153	1.00
154	1.00
155	1.00
156	1.00
157	1.00
158	1.00
159	1.00
160	1.00
161	1.00
162	1.00
163	1.00
164	1.00
165	1.00
166	1.00
167	1.00
168	1.00
169	1.00
170	1.00
171	1.00
172	1.00
173	1.00
174	1.00
175	1.00
176	1.00
177	1.00
178	1.00
179	1.00
180	1.00
181	1.00
182	1.00
183	1.00
184	1.00
185	1.00
186	1.00
187	1.00
188	1.00
189	1.00
190	1.00
191	1.00
192	1.00
193	1.00
194	1.00
195	1.00
196	1.00
197	1.00
198	1.00
199	1.00
200	1.00
201	1.00
202	1.00
203	1.00
204	1.00
205	1.00
206	1.00
207	1.00
208	1.00
209	1.00
210	1.00
211	1.00
212	1.00
213	1.00
214	1.00
215	1.00
216	1.00
217	1.00
218	1.00
219	1.00
220	1.00
221	1.00
222	1.00
223	1.00
224	1.00
225	1.00
226	1.00
227	1.00
228	1.00
229	1.00
230	1.00
231	1.00
232	1.00
233	1.00
234	1.00
235	1.00
236	1.00
237	1.00
238	1.00
239	1.00
240	1.00
241	1.00
242	1.00
243	1.00
244	1.00
245	1.00
246	1.00
247	1.00
248	1.00
249	1.00
250	1.00
251	1.00
252	1.00
253	1.00
254	1.00
255	1.00
256	1.00
257	1.00
258	1.00
259	1.00
260	1.00
261	1.00
262	1.00
263	1.00
264	1.00
265	1.00
266	1.00
267	1.00
268	1.00
269	1.00
270	1.00
271	1.00
272	1.00
273	1.00
274	1.00
275	1.00
276	1.00
277	1.00
278	1.00
279	1.00
280	1.00
281	1.00
282	1.00
283	1.00
284	1.00
285	1.00
286	1.00
287	1.00
288	1.00
289	1.00
290	1.00
291	1.00
292	1.00
293	1.00
294	1.00
295	1.00
296	1.00
297	1.00
298	1.00
299	1.00
300	1.00
301	1.00
302	1.00
303	1.00
304	1.00
305	1.00
306	1.00
307	1.00
308	1.00
309	1.00
310	1.00
311	1.00
312	1.00
313	1.00
314	1.00
315	1.00
316	1.00
317	1.00
318	1.00
319	1.00
320	1.00
321	1.00
322	1.00
323	1.00
324	1.00
325	1.00
326	1.00
327	1.00
328	1.00
329	1.00
330	1.00
331	1.00
332	1.00
333	1.00
334	1.00
335	1.00
336	1.00
337	1.00
338	1.00
339	1.00
340	1.00
341	1.00
342	1.00
343	1.00
344	1.00
345	1.00
346	1.00
347	1.00
348	1.00
349	1.00
350	1.00
351	1.00
352	1.00
353	1.00
354	1.00
355	1.00
356	1.00
357	1.00
358	1.00
359	1.00
360	1.00
361	1.00
362	1.00
363	1.00
364	1.00
365	1.00
366	1.00
367	1.00
368	1.00
369	1.00
370	1.00
371	1.00
372	1.00
373	1.00
374	1.00
375	1.00
376	1.00
377	1.00
378	1.00
379	1.00
380	1.00
381	1.00
382	1.00
383	1.00
384	1.00
385	1.00
386	1.00
387	1.00
388	1.00
389	1.00
390	1.00
391	1.00
392	1.00
393	1.00
394	1.00
395	1.00
396	1.00
397	1.00
398	1.00
399	1.00
400	1.00
401	1.00
402	1.00
403	1.00
404	1.00
405	1.00
406	1.00
407	1.00
408	1.00
409	1.00
410	1.00
411	1.00
412	1.00
413	1.00
414	1.00
415	1.00
416	1.00
417	1.00
418	1.00
419	1.00
420	1.00
421	1.00
422	1.00
423	1.00
424	1.00
425	1.00
426	1.00
427	1.00
428	1.00
429	1.00
430	1.00
431	1.00
432	1.00
433	1.00
434	1.00
435	1.00
436	1.00
437	1.00
438	1.00
439	1.00
440	1.00
441	1.00
442	1.00
443	1.00
444	1.00
445	1.00
446	1.00
447	1.00
448	1.00
449	1.00
450	1.00
451	1.00
452	1.00
453	1.00
454	1.00
455	1.00
456	1.00
457	1.00
458	1.00
459	1.00
460	1.00
461	1.00
462	1.00
463	1.00
464	1.00
465	1.00
466	1.00
467	1.00
468	1.00
469	1.00
470	1.00
471	1.00
472	1.00
473	1.00
474	1.00
475	1.00
476	1.00
477	1.00
478	1.00
479	1.00
480	1.00
481	1.00
482	1.00
483	1.00
484	1.00
485	1.00
486	1.00
487	1.00
488	1.00
489	1.00
490	1.00
491	1.00
492	1.00
493	1.00
494	1.00
495	1.00
496	1.00
497	1.00
498	1.00
499	1.00
500	1.00
501	1.00
502	1.00
503	1.00
504	1.00
505	1.00
506	1.00
507	1.00
508	1.00
509	1.00
510	1.00
511	1.00
512	1.00
513	1.00
514	1.00
515	1.00
516	1.00
517	1.00
518	1.00
519	1.00
520	1.00
521	1.00
522	1.00
523	1.00
524	1.00
525	1.00

MATCH LINE SEE SHEET 1 OF 2



EXHIBIT "A"

Being the same land conveyed by Deed deemed effective as of January 3, 1975, from The Dow Chemical Company, as grantor, to Ernest H. Cockrell, et al., as grantees, filed for record in the Office of the County Clerk of Brazoria County, Texas, in Volume 1231, page 859.

774.67812 acres of land out of Tract No. 1 of the W. Seaburn Estate, described in Deed dated July 12, 1883, recorded in Vol. V, page 305, Deed Records, Brazoria County, Texas, in the J. E. Groce 5 Leagues Grant, Abstract No. 66, Brazoria County, Texas, described in metes and bounds, using survey terminology which refers to the Texas Coordinate System, South Central Zone, except the distances which are the horizontal ground level lengths, as follows:

beginning at the position $x = 3,173,146.829$ and $y = 450,883.487$, for the southeast corner, which is the point of intersection of the center line of right-of-way of Texas State Highway F.M. No. 523 with the south line of J. E. Groce 5 Leagues, Abstract No. 66, from which the underground portion of an old broken concrete monument situated in said south line, at the position $x = 3,173,130.626$ and $y = 450,883.183$, bears N. $87^{\circ} 27' 41.55''$ E. a distance of 51.854 feet and in turn an old concrete monument situated at the position $x = 3,173,206.59$ and $y = 450,375.17$, which marks the southeast corner of said J. E. Groce 5 Leagues, bears N. $87^{\circ} 27' 13.04''$ E. a distance of 2012.197 feet; said south line and southeast corner of the J. E. Groce 5 Leagues as delineated by the above monuments or markers is the ground location which has been consistently and prominently maintained for the identical as described in the original grant of July 29, 1884, and no physical evidence contrary can be found on the premises;

THENCE, with said south line, S. $87^{\circ} 27' 41.55''$ W., at a distance of 60.003 feet to the position $x = 3,173,096.892$ and $y = 450,880.630$ which is the point of intersection with the west right-of-way line of said Highway F.M. No. 523, set a concrete monument with 1/2" lag screw, center punched, to mark said point, continue in all a distance of 749.831 feet to the position $x = 3,172,328.115$ and $y = 450,850.284$, at which was found a capped 3/4" C.I.P. set in 6" of concrete, a marker in good condition with the appearance indicating its age to be approximately 15 years in the identical location, situated on the east bank of the eastern part of Stubblefield Lake, for a slight angle point in said south line;

THENCE, continue with said south line, S. $87^{\circ} 25' 43.98''$ W., traversing the marshy bed of Stubblefield Lake, in all a distance

THENCE, continues with said south line, S. $87^{\circ} 27' 14.75''$ W., crossing the west bank of the western part of Pebblefield Lake, at 1037 feet, cross the east bank of the western part of said lake, cross the lake, at 1529 feet cross the west bank of said western part of said lake, cross a private road, continue S. $87^{\circ} 27' 14.75''$ W. crossing Houston Lighting and Power Company's power line right-of-way, crossing a pipeline corridor, cross a private road, at 2184.055 feet to the position x = 3,168,791.454 and y = 450,697.741 and set a concrete monument with 1/2" lag screw, center punched, for the offset marker for the south southwest corner, in all a distance of 3316.936 feet to the position x = 3,168,759.589 and y = 450,688.380, which is the point of intersection of said south line with the right ascending waters edge of Oyster Creek, for the south southwest corner.

THENCE, with and along the right ascending waters edge of Oyster Creek, upstream, the following boundaries:

N. $21^{\circ} 40' 30.84''$ E. a distance of 110.076 feet;
N. $23^{\circ} 13' 45.05''$ E. a distance of 100.847 feet;
N. $17^{\circ} 32' 11.37''$ E. a distance of 100.041 feet;
N. $16^{\circ} 40' 39.02''$ E. a distance of 100.401 feet;
N. $20^{\circ} 58' 47.01''$ E. a distance of 100.727 feet;
N. $20^{\circ} 22' 37.36''$ W. a distance of 62.350 feet;
N. $20^{\circ} 27' 25.7''$ W. a distance of 67.133 feet;
N. $32^{\circ} 42' 13.89''$ W. a distance of 61.325 feet;
N. $64^{\circ} 50' 48.08''$ W. a distance of 19.601 feet;
N. $27^{\circ} 13' 35.64''$ W. a distance of 100.021 feet;
N. $19^{\circ} 56' 06.62''$ W. a distance of 101.110 feet;
N. $26^{\circ} 45' 07.32''$ W. a distance of 100.057 feet;
N. $37^{\circ} 53' 42.84''$ W. a distance of 137.758 feet;
N. $39^{\circ} 24' 47.08''$ W. a distance of 76.950 feet;
N. $49^{\circ} 52' 49.6''$ W. a distance of 161.602 feet;
N. $36^{\circ} 47' 16.59''$ W. a distance of 100.078 feet;
N. $57^{\circ} 38' 42.88''$ W. a distance of 100.287 feet;
N. $46^{\circ} 13' 15.97''$ W. a distance of 100.403 feet;
N. $63^{\circ} 39' 25.09''$ W. a distance of 100.319 feet;
N. $66^{\circ} 16' 12.41''$ W. a distance of 43.636 feet;
N. $76^{\circ} 14' 07.24''$ W. a distance of 91.440 feet;
N. $73^{\circ} 41' 40.98''$ W. a distance of 100.171 feet;
N. $74^{\circ} 50' 25.05''$ W. a distance of 100.085 feet;
N. $50^{\circ} 33' 59.82''$ W. a distance of 100.177 feet;
N. $82^{\circ} 44' 34.85''$ W. a distance of 61.359 feet;
N. $83^{\circ} 38' 17.71''$ W. a distance of 96.600 feet;
N. $83^{\circ} 16' 26.13''$ W. a distance of 100.240 feet;
N. $84^{\circ} 52' 10.81''$ W. a distance of 100.050 feet;
N. $77^{\circ} 53' 07.43''$ W. a distance of 100.044 feet;
N. $80^{\circ} 42' 46.31''$ W. a distance of 100.178 feet;
N. $87^{\circ} 53' 26.47''$ W. a distance of 100.811 feet;
N. $85^{\circ} 27' 04.81''$ W. a distance of 100.152 feet;
S. $87^{\circ} 57' 56.44''$ W. a distance of 100.355 feet;
N. $89^{\circ} 27' 05.53''$ W. a distance of 100.145 feet;
N. $82^{\circ} 43' 31.93''$ W. a distance of 100.760 feet;
N. $86^{\circ} 43' 44.77''$ W. a distance of 100.901 feet;
S. $83^{\circ} 26' 50.52''$ W. a distance of 140.753 feet;
S. $79^{\circ} 50' 47''$ W. a distance of 189.43 feet;
S. $65^{\circ} 39' 26''$ W. a distance of 36.90 feet

THENCE N. $2^{\circ} 56' 18.11''$ W., at 59.000 feet to the position $x = 3,165,576.141$ and $y = 452,301.897$ and set a concrete monument with 1/2" lag screw, center punched, for the off-set marker for the west southwest corner, cross a private road, in all a distance of 3095.000 feet to the position $x = 3,165,521.042$ and $y = 455,323.644$ and set a 1/2" x 6" galvanized lag bolt in skid base of 40" dia. Live Oak tree for the west northwest corner;

THENCE N. $87^{\circ} 03' 41.88''$ E. in all a distance of 2095.000 feet to the position $x = 3,167,613.029$ and $y = 455,431.024$ and set a concrete monument with 1/2" lag screw, center punched; for the interior northwest corner;

THENCE N. $20^{\circ} 56' 18.11''$ W. in all a distance of 885.639 feet to the position $x = 3,167,567.636$ and $y = 456,315.379$ and set a concrete monument with 1/2" lag screw, center punched, for the north northwest corner;

THENCE N. $87^{\circ} 03' 41.88''$ E., crossing Houston Lighting and Power Company's power line right-of-ways, crossing a pipeline corridor, at 3635.855 feet to the position $x = 3,171,195.361$ and $y = 456,501.741$, which is the point of intersection with the westerly right-of-way line of Texas State Highway F.M. No. 523, set a concrete monument with 1/2" lag screw, center punched, to mark said point, continue in all a distance of 3704.164 feet to the position $x = 3,171,266.472$ and $y = 456,505.237$, which is the point of intersection with the center line of right-of-way of said highway, for the northeast corner, from which triangulation station Pharr 2, 1956 (U.S.C. and G.S.) bears W. $13^{\circ} 41' 59.57''$ W. a distance of 264.232 feet;

THENCE, with and along the center line of the right-of-way, which is 120 feet in width, of Texas State Highway F.M. No. 523, S. $31^{\circ} 20' 19.28''$ E. in all a distance of 2616.547 feet to the position $x = 3,172,731.163$ and $y = 454,099.900$ which is the point of a curve to the left and southeasterly in said center line;

THENCE, continue with said center line along a curve to the left and southeasterly, which curve has a central angle of $20^{\circ} 43' 31.85''$, a radius of 2864.934 feet and its radius point fixed at the position $x = 3,175,177.823$ and $y = 455,589.757$, in all a distance of 436.298 feet, arc length, to the position $x = 3,172,985.494$ and $y = 453,745.983$ which is the point of tangency of said curve;

THENCE, continue with said center line; S. $40^{\circ} 03' 51.13''$ E. in all a distance of 218.864 feet to the position $x = 3,173,126.412$ and $y = 453,578.426$ which is the point of a curve to the right and southerly in said center line;

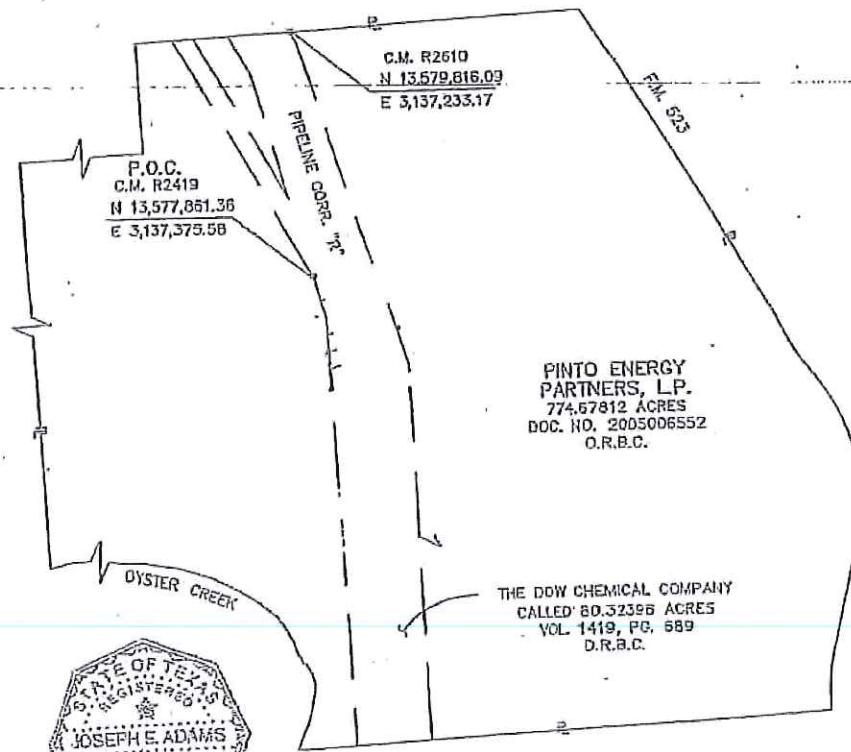
THENCE, continue with said center line along a curve to the right and southerly, which curve has a central angle of $54^{\circ} 42' 26.33''$, a radius of 1432.685 feet and its radius point fixed at the position $x = 3,173,030.080$ and $y = 452,656.399$, in all a distance of 1367.961 feet, arc length, to the position $x = 3,173,416.059$ and $y = 452,294.264$ which is the point of tangency of said curve;

feet, and length, to the position $x = 3,173,142.860$ and $y = 450,573$,
which is the point of tangency of said curve;

THENCE, continue with said center line, S. $30^{\circ} 09' 07.14''$ E. in all a
distance of 90.380 feet to the position $x = 3,173,146.829$ and
 $y = 450,603.487$, which is the point of beginning, linearizing and
enclosing 774.67812 acres of land of which 8.67811 acres is situated
in the western one-half of the right-of-way of Texas State Highway
F.M. No. 523.

BRAZORIA COUNTY, TEXAS
JARED E. GROCE 5 LEAGUES GRANT, A-66

THE DOW CHEMICAL COMPANY
5.782.72 ACRES
VOL. 1231, PG. 674
D.R.B.C.



~~X-100-1~~
JOSEPH E. ADAMS
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5162

NO. 5102
BEARINGS BASED ON TEXAS STATE PLANE COORDINATE
SYSTEM, NAD 83, SOUTH CENTRAL ZONE, DERIVED FROM
GPS OBSERVATIONS

REFERENCE DRAWING: 13096-9007
EXHIBIT B-2: LICENSES UNDER SECTION 25 OF THE LEASE AGREEMENT

				Freeport LNG Development			
D	1/13/09	ISSUED TO CLIENT	AT				
REV.	DATE	BY	DESCRIPTION	DRW.			
PROJECT NO. 13096				DOW PIPELINE CORRIDOR TO LNG STORAGE FACILITY BRAZORIA COUNTY, TEXAS			
		MUSTANG ENGINEERING, L.P. HOUSTON, TEXAS		DRAWN BY/T.D.	DATE: 12/09/09	DWG. NO.	REV.
				CHECKED BY/W.H.	DATE: 12/10/09	13096-9411	D
				SCALE: 1"=1000'	APP.:		

EXHIBIT A

INOVENE U.S.A., L.L.C.
9.21 Acres of Land

Being 9.21 acres of land a cut of the Jared E. Gross 5 League, Abstract No. 66, Brazoria County, Texas, and being a portion of that certain 474.77 acre-tract described by Warranty Deed to AMOCO Pipeline Company now known as BP Pipelines (North America), Inc. in Volume 1124 on Page 425 of the Official Records of Brazoria County, Texas dated June 6, 1973. Said 474.77 acre-tract was transferred to O & D U.S.A., L.L.C., a Delaware Limited Liability Company by Quit Claim Deed With Out Warranty recorded under Document Number 2005057911 in the Official Records of Brazoria County, Texas on April 1, 2005. The name of O & D U.S.A., L.L.C. was then changed by Document Number 2005055955 to Inovene U.S.A., L.L.C. and recorded in the Official Records of Brazoria County, Texas on May 24, 2005. The above-mentioned 9.21 acre-tract is more particularly described by metes and bounds as follows:

COMMENCING at a 2 inch iron pipe found for the southeast corner of the above mentioned 474.77 acre-tract of land,

THENCE N 59°02'18" W for a distance of 1,012.55 feet to a 5/8 inch iron rod with cap stamped "RPLS 5006" set on the northwest line of the Missouri-Pacific Railroad right-of-way for the east corner of the herein described 9.21 acre-tract and the POINT OF BEGINNING.

THENCE S 45°34'15" W along said northwest line of the Missouri-Pacific Railroad for a distance of 1,032.09 feet to a 5/8 inch iron rod stamped "RPLS 5006" set at the intersection of said northwest line and a fence on the northeast line of State P.M. Highway 523 as described in Volume 653 on Page 291 of the Official Records of Brazoria County, Texas for the South corner of the herein described 9.21 acre-tract.

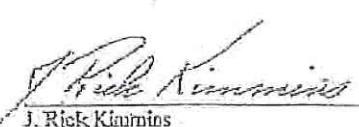
THENCE N 40°42'57" W along a fence for the northeast line of State P.M. Highway 523 for a distance of 389.75 feet to a 5/8 inch iron rod with cap stamped "RPLS 5006" set at the base and on the west side of a damaged fence corner post for the intersection of said northeast line and the southeast line of County Road 227, as maintained for public use, for the west corner of the herein described 9.21 acre-tract.

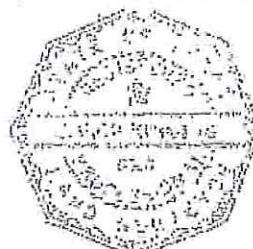
THENCE N 45°03'06" E along a fence for the southeast line of County Road 227 for a distance of 1,006.91 feet to a 5/8 inch iron rod with cap stamped "RPLS 5006" set on said southeast line for the North corner of the herein described 9.21 acre-tract.

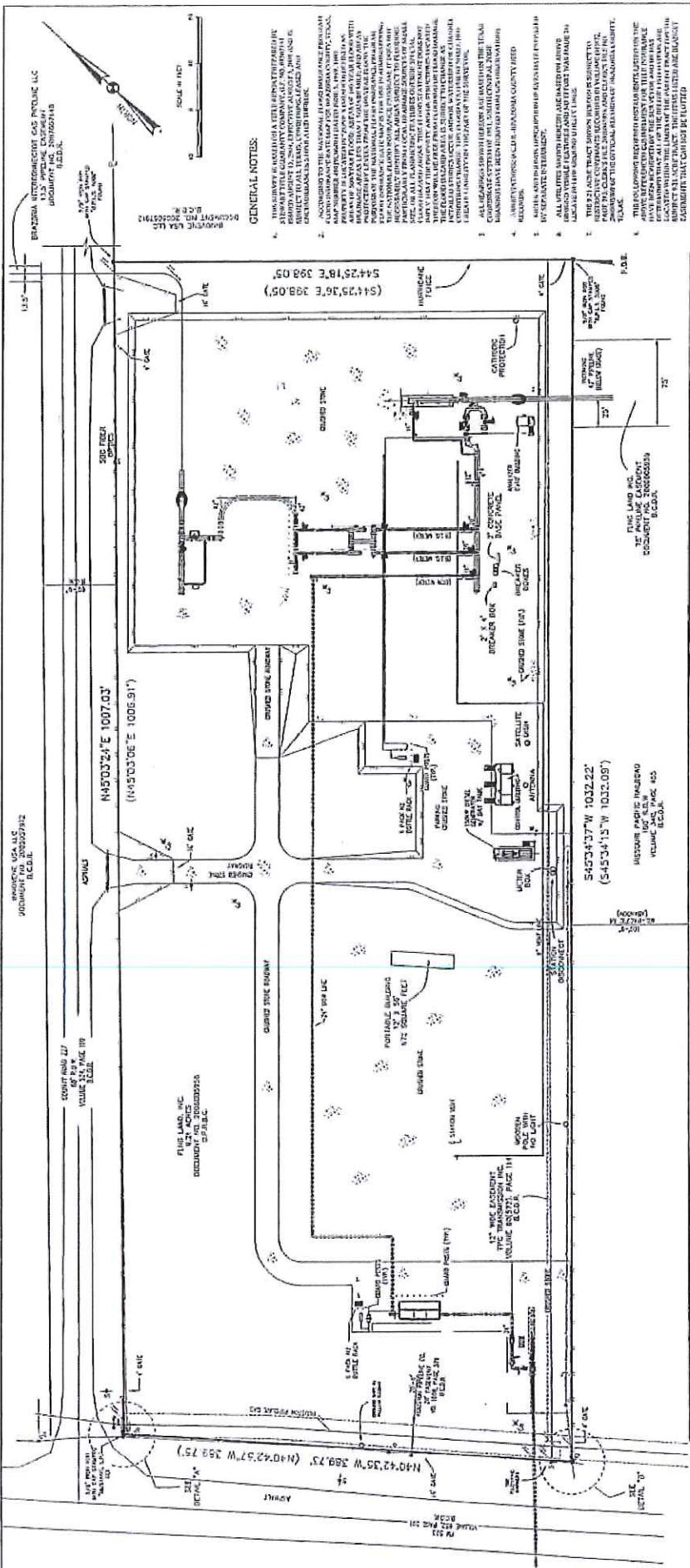
THENCE S 44°25'36" E along the northeast line of the herein described 9.21 acre-tract for a distance of 398.05 feet to the POINT OF BEGINNING and containing 9.21 acres of land, more or less.

Bearings described herein are based on the Texas State Plane Coordinate System, NAD 83, South Central Zone, derived from GPS observations.

This description is based on the Land Title Survey, and plot made by J. Rick Klimmins, Registered Professional Surveyor No. 5006 on November 06, 2005.


J. Rick Klimmins
RPLS No. 5006
Date: December 14, 2005





CHILOPELLE

7. THE TOTAL NUMBER OF STRIPPED PARKING SPACES ON THE ANALYTIC PROPERTY IS ZERO.

ANUPILIA LAND
TEAS REGISTERED PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 444 1-1-15

MAY

Freeport LNG Development

ALTA/ACSM LAND TITLE SURVEY OF A .921 ACRE
TRACT RECORDED IN DOCUMENT NO. 2006030955-B
JARED E. GRACIE, 5TH LEAGUE GRANT, A-65,
OFFICIAL PUBLIC RECORDS, BEXARIA COUNTY, TEXAS

EXHIBIT 2

DESCRIPTION AND LOCATION OF LAND

The Land on which the Qualified Property shall be located and on which the Qualified Investment shall be made is described by the map attached to **Exhibit 1**.

EXHIBIT 3

APPLICANT'S QUALIFIED INVESTMENT

Applicant's Qualified Investment shall be all tangible personal property first placed in service after October 25, 2016, owned by the Applicant, as more fully described in Tab 7 of the Application, and located within the boundaries of the Brazosport Independent School District and the project boundary depicted on the map attached to **Exhibit 1**.

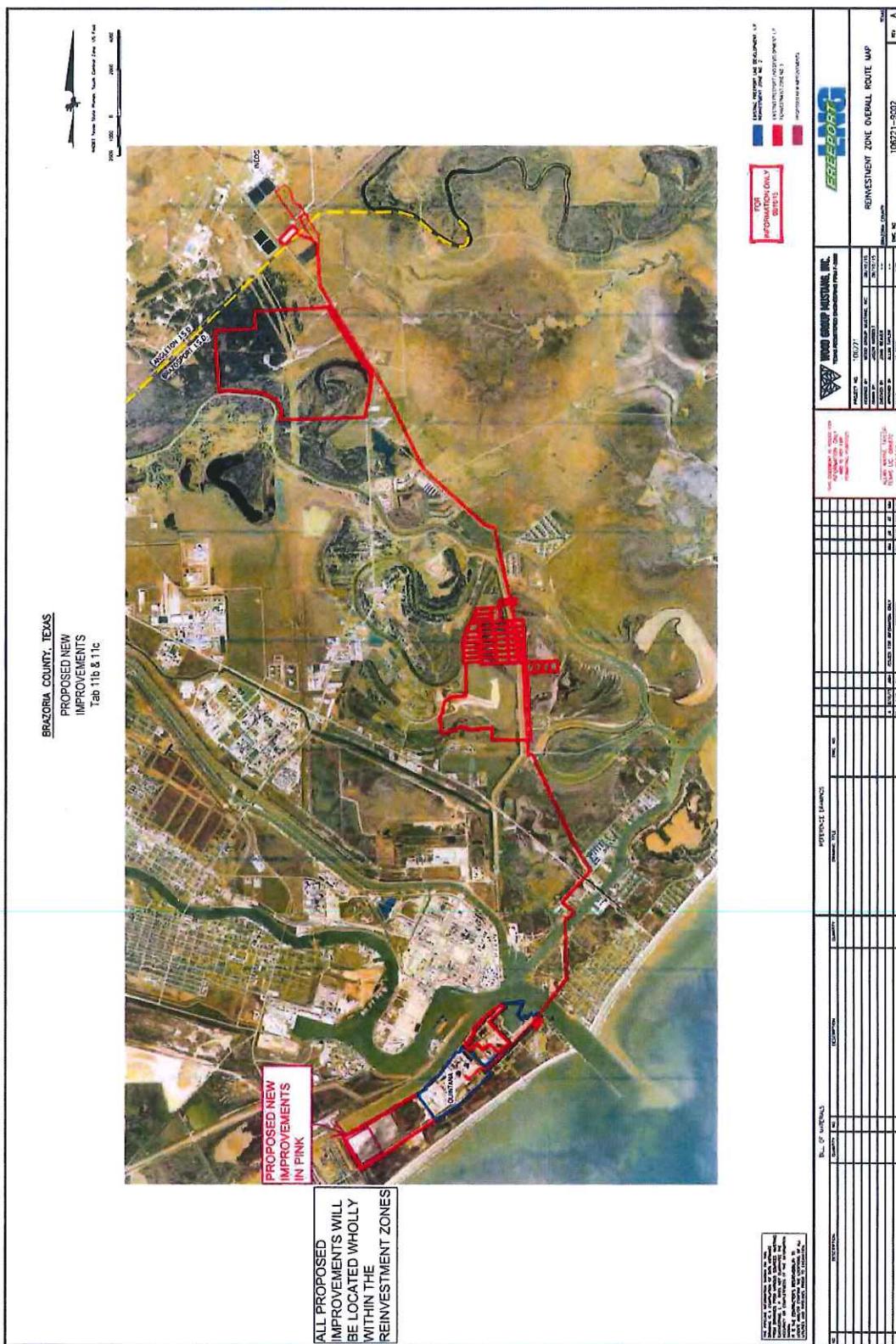
EXHIBIT 4

DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

This Agreement covers all qualified property within Brazosport ISD necessary for the commercial operations of the fourth liquefied natural gas train ("LNG") proposed to be constructed adjacent to the first three trains on Quintana Island as more fully described in Tab 4 of the Application. Furthermore, all Qualified Property will be located within the project boundaries indicated on the map attached on the last page of this **EXHIBIT 4**.

Project Description

The proposed project primarily consists of property classified by Brazoria CAD as real estate improvements including, but not limited to, three large refrigerant compressors, one main cryogenic heat exchanger, eight refrigerant vaporizers, two liquid turbines, 250+ fin fan air coolers, multiple heat exchangers and tower reboilers, multiple vessels, compressors, various pumps and all associated buildings. Also included, but not limited to, are all of the associated concrete foundations, pipe supports, piping, instrumentation, power feeds, control loops, safety systems, fire water protection, insulation, and utilities necessary to connect the new facilities to the existing terminal and to safely operate the new equipment.



Attachment H

Consultant Verification Letter



LYNN M. MOAK, PARTNER

DANIEL T. CASEY, PARTNER

October 25, 2016

President and Members
Board of Trustees
Brazosport Independent School District
301 W Brazoswood Drive
Clute, TX 77531

Re: Recommendations and Findings of the firm Concerning Application of Freeport LNG Development LP for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes

Dear President and Members of the Board of Trustees:

Please accept this letter as formal notification of the completion of due diligence research on behalf of the Brazosport Independent School District, with respect to the pending Application of Freeport LNG Development LP for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes. Since our engagement on behalf of the District, we have been actively engaged in reviewing the pending Application and verifying its contents. Based upon our review, we have drawn the following conclusions:

1. All statements of current fact contained in the Application are true and correct.
2. The project proposed in the Application meets all applicable eligibility criteria of Chapter 313 of the Texas Tax Code.
3. The Applicant has the current means and ability to complete the proposed project.
4. All applicable school finance implications arising from the contemplated Agreement have been explored.
5. The proposed Agreement contains adequate revenue protection provisions to protect the interests of the District over the course of the Agreement.

As a result of the foregoing it is our recommendation that the Board of Trustees approve the Application of Freeport LNG Development LP for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes.

Sincerely,

A handwritten signature in blue ink that reads "Daniel T. Casey".

Daniel T. Casey

www.moakcasey.com

O'HANLON, MCCOLLOM & DEMERATH

ATTORNEYS AND COUNSELORS AT LAW

808 WEST AVENUE
AUSTIN, TEXAS 78701
TELEPHONE: (512) 494-9949
FACSIMILE: (512) 494-9919

KEVIN O'HANLON

CERTIFIED, CIVIL APPELLATE
CERTIFIED, CIVIL TRIAL

LESLIE MCCOLLOM

CERTIFIED, CIVIL APPELLATE
CERTIFIED, LABOR AND EMPLOYMENT
TEXAS BOARD OF LEGAL SPECIALIZATION

JUSTIN DEMERATH

October 25, 2016

President and Members
Of the Board of Trustees
Brazosport Independent School District
301 W Brazoswood Drive
Clute, TX 77531

Re: Recommendations and Findings of the Firm Concerning Application of Freeport LNG Development LP for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes

Dear President and Members of the Board of Trustees:

Please accept this letter as formal notification of the completion of due diligence research on behalf of the Brazosport Independent School District, with respect to the pending Application of Freeport LNG Development LP for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes. Since our engagement on behalf of the District, we have been actively engaged in reviewing the pending Application and verifying its contents. We have also negotiated an Agreement between the District and Freeport LNG Development LP. Based upon our review we have drawn the following conclusions:

1. All statements of current fact contained in the Application are true and correct.
2. The project proposed in the Application meets all applicable eligibility criteria of Chapter 313 of the Texas Tax Code.
3. The Applicant has the current means and ability to complete the proposed project.

4. All applicable school finance implications arising from the contemplated Agreement have been explored.
5. The proposed Agreement contains adequate legal provisions so as to protect the interests of the District.

As a result of the foregoing conclusions it is our recommendation that the Board of Trustees approve the Application of Freeport LNG Development LP for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes.

Sincerely,



Kevin O'Hanlon
For the Firm

Attachment I

Agreement Review Letter



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O. Box 13528 • Austin, TX 78711-3528

October 17, 2016

Danny Massey
Superintendent
Brazosport Independent School District
P.O. Drawer Z
Freeport, Texas 77541-1926

Re: Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes by and between Brazosport Independent School District and Freeport LNG Development, L.P., FLNG Liquefaction 4, LLC and Angler Pipeline, LLC, Application #1098

Dear Superintendent Massey:

This office has been provided with the "Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes" by and between Brazosport Independent School District and Freeport LNG Development, L.P., FLNG Liquefaction 4, LLC and Angler Pipeline, LLC (the "Agreement"). As requested, the Agreement has been reviewed pursuant to 34 TAC 9.1055(e)(1).

Based on our review, this office concludes that it complies with the provisions of Tax Code, Chapter 313 and 34 TAC Chapter 9, Subchapter F.

Should you have any questions, please contact Stephanie Jones with our office. She can be reached by email at Stephanie.jones@cpa.texas.gov or by phone at 1-800-531-5441, ext. 3-4594, or at 512-463-4594.

Sincerely,

Will Counihan
Director
Data Analysis & Transparency Division

**cc: Daniel T. Casey, Moak, Casey & Associates
Jerry Smith, Freeport LNG Development, L.P.
Lauren Inbody, Freeport LNG Development, L.P.
Wes Jackson, Cummings Westlake, LLC**

Attachment J

Conflict Of Interest Disclosure

Conflicts of Interest Disclosure Procedure

In its recent audits of Chapter 313 Agreements, The Texas State Auditor's Office has required documentation of inquiries concerning Board Member conflicts of interest at critical junctures in the Chapter 313 approval process. A local public official or a person related to a local public official in the first degree by either affinity or consanguinity has a substantial interest in a business entity or in real property, the local public official, before a vote or decision on any matter involving the business entity or the real property, is required to file an affidavit with an official Board record keeper stating the nature and extent of the interest and shall abstain from further participation in the matter if:

1. In the case of a substantial interest in a business entity, the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
2. In the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.
3. A person has a substantial interest in a business entity if:

The person owns at least:

- a. Ten percent of the voting stock or shares of the business entity, or
 - b. Either ten percent or \$15,000 of the fair market value of the business entity; or
 - c. Funds received by the person from the business entity exceed ten percent of the person's gross income for the previous year.
4. In the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

The Board may contract with a business entity in which a Trustee has a substantial interest if the Trustee follows the disclosure and abstention procedure set out above.

Does any Board Member have a conflict of interest as defined above?

If so, has the required Affidavit, set forth at District Policy BBFA (Exhibit) been filed?

Please have the answers to the foregoing 2 questions and a copy of this Procedure included in the minutes of this meeting.